

MF114622

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF114622	65-902205		TARRANT

<i>Survey</i>	TARRANT COUNTY ROADS	
<i>Block</i>		
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>		
<i>Land Part</i>	VAUGHAN BLVD AND BURCHILL ROAD	
<i>Part Description</i>		
<i>Acres</i>	1.197	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>
		See Lease
<i>Name</i>	CHESAPEAKE EXPLORATION, LLC	
<i>Lease Date</i>	11/6/2012	
<i>Primary Term</i>	1 yrs	
<i>Bonus (\$)</i>	\$8,550.00	
<i>Rental (\$)</i>	\$0.00	
<i>Lease Royalty</i>	0.2500	

Leasing: GH
Analyst: GH
Maps: _____
GIS: TC
DocuShare: _____



CONTENTS OF FILE NO. MF114622

1. Application and checklist	9/18/12
2. Lease	11/6/12
3. Cover letter, fees, and bonus	9/18/12
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~~Scanned sm~~ Scanned sm 6/25/13

see MF 110848 at #9 for
BUCK slip for unit 7236 5-18-15

see MF 110848 at #16 for
BUCK slip for unit 7236 11-19-14

see MF 110848 at #17 for
declaration of pooled unit 11-19-14

see MF 110848 at #18-20 for
corrected declarations 11-19-14

see MF 110848 at #21-23 for
Amendments to declaration 11-19-14

scanned PJ 6-23-15

(See MF 105814 #32, Assign #10291
Chesapeake (to) Total 6-26-17

scanned PJ 7-10-2017

(See MF 110848, item #33, Division Order)

scanned PJ 5-22-2019



GLO USE ONLY
STATE LEASE
MF-_____

C

RECEIVED
9/18/12

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

LESSEE Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company

ADDRESS P.O. Box 18496 Oklahoma City, OK 73154

[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 7,142.86 NET ACRES 1.197

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

\$ 8,550.00 Paid 9/19/12 \$ 128.25 Paid 9/19/12
[bonus amount] [date] [sales fee] [date]

TERM [General Land Office will determine the Term based on remaining term of adjacent leases] 1 year

HIGHEST ADJACENT LEASE ROYALTY RATE 25%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY \$50 per net mineral acre \$1200/well
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN PROPOSED LEASE 1.197 TOTAL NET ACRES IN PROPOSED LEASE 1.197

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED: Vaughan Blvd. and Burchill Rd.
Vaughan Blvd. right-of-way & Burchill Rd. right-of-way

FULL DESCRIPTION [Abstract, Block, Township, Section]
See attached Exhibit A

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes No
If no, what percent of minerals or leasehold adjacent to the roadway do you control? _____

Is the highway/roadway on Relinquishment Act Lands? Yes No

The second page of this Application is a Checklist that **must be filled out and all items furnished** before a Highway Right of Way Lease will be prepared.

For questions:
George Martin
Texas General Land Office
1700 N Congress
Austin TX 78701
512-475-1512
george.martin@glo.texas.gov

R. Ramey Survey, A-1342,
~~A. Thompson Survey,~~
A-1499, J. Sublett Survey, A-1409
and J. Ringer Survey, A-1286



APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised Sept 2011

CHECKLIST

- 1. Cover letter
- 2. Application for Highway Right of Way (HROW) Lease
- 3. Plat showing boundaries and dimensions of right of way tract with highway/roadway labeled. [This will be used to prepare an exhibit to the lease.]
- 4. Processing fee – check attached
- 5. Check to Commissioner of General Land Office for total consideration.
- 6. Check to Commissioner of General Land Office for 1-1/2% sales fee.
- 7. Executed Waivers of Preferential Right to Lease, if necessary.
- 8. Executed Affidavit of Consideration
- 9. Copies of all highway deeds, clipped together
- 10. Copies of adjacent leases, clipped together.
Put tabs on the leases with the highest bonus per acre, highest royalty, highest shut-in royalty and highlight those items on the tabbed page.
- 11. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)

Include all the above information in one package and mail or deliver to:

George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

If you are pooling or unitizing at any time after the State lease has been issued, the following must be provided to the GLO:

- 1. Filled out Information for Highway Right-of-Way Unit Declaration
- 2. Copy of recorded unit designation
- 3. Copy of unit plat

For questions about pooling:

Beverly Boyd
Texas General Land Office
512-463-6521
beverly.boyd@glo.texas.gov

①

File No. 114622

App Checklist

Date Filed: 9/18/12

Jerry E. Patterson, Commissioner

By GH

0.10.15

The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 114622)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Chesapeake Exploration, LLC**, whose address is **PO Box 18496, Oklahoma City, OK 73154** hereinafter called "Lessee".

1. Lessor, in consideration of **Eight Thousand Five Hundred Fifty and 00/100 (\$ 8,550.00)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant**, State of Texas, and is described as follows:

1.197 acres of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **1.197 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year**, from **November 6th, 2012** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **1/4** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **1/4** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee $\frac{1}{4}$ of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of $\frac{1}{4}$ of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 1,200.00 per well**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid

and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

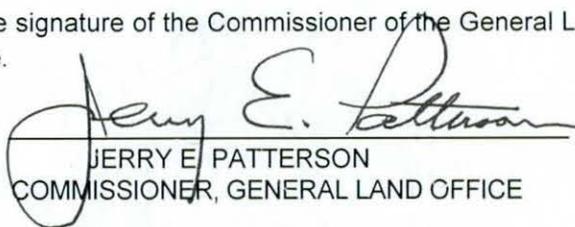
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall

be no less than an amount equal to double the shut-in, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

Approved:
ML: 
DC: 
CC: 

EXHIBIT A

MADDOX UNIT

Vaughan Boulevard (UT 518, 554, 555, 556 and 658)

Being 0.327 acres of land located in the R. Ramey Survey, Abstract No. 1342 and the A. Thompson Survey, Abstract No. 1499, Tarrant County, Texas. Said 0.327 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Littlejohn Avenue and the apparent east line of Vaughan Boulevard;

THENCE S00°25'38"E, a distance of 24.99 feet to a point at the northeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7224, Page 740, Deed Records, Tarrant County, Texas, said point lying in the north line of Lot 1, Block 3, Englewood Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 310, Page 67, Plat Records, Tarrant County, Texas;

THENCE N89°57'27"W, along the north line of said Lot 1 and City of Fort Worth tract, a distance of 6.15 feet to a point at the northwest corner of said Lot 1 and City of Fort Worth tract;

THENCE S00°28'48"E, along the west line of said Lot 1 and City of Fort Worth tract, a distance of 132.00 feet to a point at the southwest corner of said Lot 1 and City of Fort Worth tract;

THENCE S89°57'27"E, along the south line of said Lot 1 and City of Fort Worth tract, a distance of 6.03 feet to a point at the southeast corner of said City of Fort Worth tract;

THENCE S00°26'31"E, a distance of 15.01 feet to a point lying in the north line of Lot 22, of said Block 3, said point being the northeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7273, Page 666, Deed Records, Tarrant County, Texas;

THENCE N89°57'27"W, along the north line of said Lot 22 and City of Fort Worth tract, a distance of 6.02 feet to a point at the northwest corner of said Lot 22 and City of Fort Worth tract;

THENCE S00°28'48"E, along the west line of said Lot 22 and City of Fort Worth tract, a distance of 132.00 feet to a point at the southwest corner of said Lot 22 and City of Fort Worth tract;

THENCE S89°56'51"E, along the south line of said Lot 22 and City of Fort Worth tract, a distance of 5.90 feet to a point at the southeast corner of said City of Fort Worth tract, said point lying in the north line of Bideker Avenue;

THENCE S00°25'38"E, a distance of 25.02 feet to a point lying in the apparent centerline of said Bideker Avenue;

THENCE N89°49'27"W, along said Bideker Avenue centerline, a distance of 30.88 feet to a point at the apparent centerline intersection of said Vaughan Boulevard and Bideker Avenue;

THENCE S00°28'14"E, along said Vaughan Boulevard centerline, a distance of 22.96 feet to a point at the apparent centerline intersection of said Bideker Avenue and Vaughan Boulevard;

THENCE N89°43'36"W, along said Bideker Avenue centerline, a distance of 28.50 feet to a point;

THENCE N00°28'48"W, a distance of 24.96 feet to a point lying in the south line of Lot 5, Block 10, Burchill Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 204, Page 76, Plat Records, Tarrant County, Texas, said point being the southwest corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7290, Page

53, Deed Records, Tarrant County, Texas;

THENCE N89°31'12"E, along the south line of said Lot 5 and City of Fort Worth tract, a distance of 3.50 feet to a point at the southeast corner of said City of Fort Worth tract;

THENCE N00°28'48"W, at 100.00 feet passing a point at the northeast corner of said City of Fort Worth tract, said point being the southeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7259, Page 918, Deed Records, Tarrant County, Texas, at 150.00 feet passing a point at the northeast corner of said City of Fort Worth tract, said point being the southeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7246, Page 763, Deed Records, Tarrant County, Texas, in all a distance of 200.00 feet to a point at the northeast corner of said City of Fort Worth tract, said point lying in the south line of Lot 1, of said Block 10;

THENCE N89°31'10"E, along said south line, a distance of 25.00 feet to a point lying in said Vaughan Boulevard centerline;

THENCE N00°28'50"W, along said Vaughan Boulevard centerline, a distance of 44.24 feet to a point at the apparent centerline intersection of Burchill Road and said Vaughan Boulevard;

THENCE S74°28'18"E, along said Burchill Road centerline, a distance of 1.69 feet to a point at the apparent centerline intersection of said Vaughan Boulevard and Burchill Road;

THENCE N00°42'08"W, along said Vaughan Boulevard centerline, a distance of 82.86 feet to a point;

THENCE S89°49'27"E, a distance of 29.88 feet to the point of beginning, containing 0.327 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

EXHIBIT A (continued)

MADDOX UNIT

Vaughan Boulevard (UT 445, 454, 455, 486, 487, 664, 665 and 667)

Being 0.638 acres of land located in the R. Ramey Survey, Abstract No. 1342, the J. Sublett Survey, Abstract No. 1409 and the A. Thompson Survey, Abstract No. 1499, Tarrant County, Texas. Said 0.638 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Vaughan Boulevard, from which the southwest corner of Lot 23, Block 14, Burchill Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 902, Page 355, Plat Records, Tarrant County, Texas bears S80°33'53"W 131.70 feet;

THENCE S89°17'52"W, a distance of 23.71 feet to a point at the northeast corner of said Lot 23, said point being the southeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7236, Page 1466, Deed Records, Tarrant County, Texas;

THENCE N00°55'28"W, along the east line of said Block 14, at 100.00 feet passing a point at the northeast corner of said City of Fort Worth tract, said point being the southeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7236, Page 1469, Deed Records, Tarrant County, Texas, at 150.00 feet passing a point at the northeast corner of said City of Fort Worth tract, said point being the southeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7233, Page 295, Deed Records, Tarrant County, Texas, in all a distance of 230.79 feet to a point at the northeast corner of said City of Fort Worth tract, said point being the northeast corner of Lot 18, of said Block 14;

THENCE N75°16'28"W, along the north line of said Lot 18 and City of Fort Worth tract, a distance of 3.63 feet to a point at the northwest corner of said City of Fort Worth tract, said point lying in the south line of Hanger Avenue;

THENCE N15°02'00"E, a distance of 25.02 feet to a point lying in the apparent centerline of said Hanger Avenue;

THENCE S74°58'00"E, along said Hanger Avenue centerline, a distance of 22.15 feet to a point at the apparent centerline intersection of said Vaughan Boulevard and Hanger Avenue;

THENCE N00°42'08"W, along said Vaughan Boulevard centerline, a distance of 244.47 feet to a point;

THENCE N89°51'13"W, a distance of 12.07 feet to a point;

THENCE N53°53'20"W, a distance of 13.77 feet to a point lying in the southeast line of Lot 1, Block L, L.T. Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 204, Page 44, Plat Records, Tarrant County, Texas, said point at the south corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7233, Page 299, Deed Records, Tarrant County, Texas;

THENCE N36°06'40"E, along said southeast line, a distance of 144.56 feet to a point at the northeast corner of said Lot 1 and said City of Fort Worth tract;

THENCE N89°56'54"W, along the north line of said Lot 1 and City of Fort Worth tract, a distance of 7.34 feet to a point at the northwest corner of said City of Fort Worth tract, said point lying in the south line of Ada Avenue;

THENCE N00°00'12"W, a distance of 29.99 feet to a point lying in the apparent centerline of said Ada

Avenue;

THENCE N89°59'48"E, along said Ada Avenue centerline, a distance of 41.73 feet to a point;

THENCE N00°00'12"W, a distance of 30.00 feet to an 1" iron rod found at the southwest corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 1096, Page 392, Deed Records, Tarrant County, Texas, said iron rod being the southeast corner of a tract of land described in the deed to Earl C. Kirkpatrick, recorded in Volume 6364, Page 788, Deed Records, Tarrant County, Texas;

THENCE N89°59'48"E, along said City of Fort Worth south line, at 5.09 feet passing a point at the southwest corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7233, Page 292, Deed Records, Tarrant County, Texas, in all a distance of 20.50 feet to a point at the southeast corner of said City of Fort Worth tracts;

THENCE N00°08'47"E, at 72.63 feet passing a point at the north corner of said City of Fort Worth tract, recorded in Volume 7233, Page 292, in all a distance of 125.00 feet to a point at the northeast corner of said City of Fort Worth tract recorded in Volume 1096, Page 392;

THENCE N89°51'13"W, along the north line of said City of Fort Worth tract, a distance of 5.00 feet to a point at the northwest corner of said City of Fort Worth tract, said point being the northeast corner of a tract of land described in the deed to Louis F. Ruiz, recorded in County Clerk #D204220182, Deed Records, Tarrant County, Texas;

THENCE N00°08'47"E, a distance of 8.26 feet to a point lying in the apparent centerline of an alley located in Block E, of said L.T. Millett Addition;

THENCE S89°51'13"E, along said alley centerline, a distance of 29.83 feet to a point at the apparent centerline intersection of said alley and Vaughan Boulevard;

THENCE S00°04'17"W, along said Vaughan Boulevard centerline, a distance of 163.20 feet to a point at the apparent centerline intersection of said Vaughan Boulevard and Ada Avenue;

THENCE S89°59'48"W, along said Ada Avenue centerline, a distance of 13.97 feet to a point;

THENCE S00°00'12"E, a distance of 30.00 feet to a point at the northeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7236, Page 1463, Deed Records, Tarrant County, Texas, said point lying in the north line of Lot 9, Block K, of said L.T. Millett Addition;

THENCE N89°51'36"W, along said north line, a distance of 3.98 feet to a point at the northwest corner of said City of Fort Worth tract;

THENCE S36°06'41"W, along the northwest line of said City of Fort Worth tract, a distance of 154.62 feet to a point at the southwest corner of said City of Fort Worth tract, said point being the southwest corner of Lot 10, of said Block K;

THENCE S89°56'36"E, along the south line of said Lot 10 and City of Fort Worth tract, a distance of 6.63 feet to a point at the southeast corner of said City of Fort Worth tract;

THENCE S00°05'11"W, a distance of 5.45 feet to a point lying in the apparent centerline of an alley, of said Block K;

THENCE S89°54'49"E, along said alley centerline, a distance of 6.33 feet to a point;

THENCE S00°05'11"W, a distance of 5.37 feet to a point lying in the north line of Lot 1, Block 1, Englewood Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the

plat recorded in Volume 310, Page 67, Plat Records, Tarrant County, Texas, said point being the northeast corner of a tract of land described in the deed to the City of Fort Worth tract, recorded in Volume 1077, Page 514, Deed Records, Tarrant County, Texas;

THENCE along the north, west and south lines of said City of Fort Worth tract as follows:

1. N89°49'27"W, a distance of 20.00 feet to a point for the northwest corner of said Lot 1 and City of Fort Worth tract;

2. S00°28'48"E, along the west line of said Lot 1, a distance of 132.01 feet to a point at the southwest corner of said Lot 1 and City of Fort Worth tract;

3. S89°49'27"E, along the south line of said Lot 1, a distance of 9.49 feet to a point for the southeast corner of said City of Fort Worth tract;

THENCE S00°10'33"W, a distance of 25.00 feet to a point lying in the apparent centerline of said Hanger Avenue;

THENCE N89°49'27"W, along said Hanger Avenue centerline, a distance of 2.73 feet to a point;

THENCE S00°25'38"E, a distance of 24.99 feet to a point lying in the north line of Lot 1, Block 2, of said Englewood Heights Addition, said point being the northeast corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 7233, Page 288, Deed Records, Tarrant County, Texas;

THENCE N89°57'27"W, along said north line, a distance of 6.45 feet to an 1/2" iron rod found bent at the northwest corner of said Lot 1 and City of Fort Worth tract;

THENCE S00°28'46"E, along the west line of said Lot 1 and City of Fort Worth tract, a distance of 66.01 feet to a point at the southwest corner of said City of Fort Worth tract;

THENCE N89°57'27"W, a distance of 24.62 feet to a point lying in the apparent centerline of said Vaughan Boulevard;

THENCE S00°42'08"E, along said Vaughan Boulevard centerline, a distance of 235.55 feet to the point of beginning, containing 0.638 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

EXHIBIT A (continued)

MADDOX UNIT

Mitchell Boulevard and Burchill Road (UT 93)

Being 0.232 acres of land located in the J. Ringer Survey, Abstract No. 1286, Tarrant County, Texas. Said 0.232 acres of land being more particularly described as follows:

Beginning at a point located at the east corner of a tract of land described in the deed to the City of Fort Worth, recorded in Volume 4150, Page 377, Deed Records, Tarrant County, Texas from which a 5/8" iron rod found at the east corner of Lot 1, Block 5, Avalon Heights, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 309, Page 77, Plat Records, Tarrant County, Texas bears S48°52'38"E 35.02 feet, said point being the beginning of a curve to the left, of which the radius point lies S37°30'18"W, a radial distance of 137.76 feet;

Thence along the north lines of said City of Fort Worth tract as follows:

1. northwesterly along the arc, 17.68 feet, a central angle of 07°21'12" and a chord bearing N56°10'18"W 17.67 feet to a point, from which a 5/8" iron rod found bears N23°53'15"E 2.12 feet;

2. N59°50'54"W, a distance of 14.75 feet to a point;

3. westerly, 50.02 feet, along a curve to the left, having a radius of 154.00 feet, a central angle of 18°36'36" and a chord bearing N69°09'12"W 49.80 feet to a point;

4. N78°27'30"W, a distance of 26.00 feet to a point;

5. southwesterly, 59.78 feet, along a curve to the left, having a radius of 32.00 feet, a central angle of 107°02'08" and a chord bearing S48°01'26"W 51.46 feet to a point lying in the east line of Brooks Street;

THENCE S62°25'48"W, a distance of 27.54 feet to a point lying in the apparent centerline of said Brooks Street;

THENCE N27°34'12"W, along said Brooks Street centerline, a distance of 98.77 feet to a point lying in Burchill Road;

THENCE S84°58'43"E, a distance of 103.79 feet to a point lying in said Burchill Road;

THENCE easterly, 159.68 feet along a non tangent curve to the right, having a radius of 308.65 feet, a central angle of 29°38'29" and a chord bearing S72°39'11"E, 157.90 feet to a point lying in said Burchill Road;

THENCE S62°12'38"W, a distance of 52.33 feet to the point of beginning, containing 0.232 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

END OF EXHIBIT A

MCKINNEY &
WILLIAMS
A-1112

JOHN RINGER
A-1286

JW SUBLETT
A-1409

Burchill Rd.

Vaughan Rd.

ALEX
THOMPSON
A-1499

JOHN W
HAYNES
A-779

ROBERT R
RAMEY
A-1342

TARRANT
County

DALLAS
County

Highway Right-of-Way Plat of
Vaughan Blvd. & Burchill Rd.
MF114622
1.197 acres
Tarrant County, Texas



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
Zeke Guillen
IS/BAS/GIS
November 2012

500 250 0 500 Feet



File No. 114622

②

Lease

Date Filed: 11/6/12

Jerry E. Patterson, Commissioner

By G-H



Justin D. Ezell
Associate Landman

September 19, 2012

Mr. George Martin
Texas General Land Office
1700 N. Congress Ave.
Austin, TX 78701

Re: Written Application to lease Right-of-Way lands under Burchill Road and
Vaughan Blvd right-of-way

Dear Mr. Martin:

This letter is to serve as a written application to lease the Vaughan Blvd. right-of-way along with the Burchill Road right-of-way lands being situated in Tarrant County, Texas, and being described and pictured in the attached maps. I have included the following to comply with your Office's requirements for the application:

1. The names and addresses of the adjacent mineral owners;
2. Copies of the leases on lands adjacent to the subject right-of-ways;
3. A notarized affidavit of consideration;
4. Copies of the City of Fort Worth deeds which revert the lands under the right-of-ways to the State of Texas;

If you have any questions about this application, you may contact me at the email or number below

Sincerely,

A handwritten signature in blue ink that reads "Justin Ezell".

Justin Ezell
Associate Landman

Chesapeake Energy Corporation

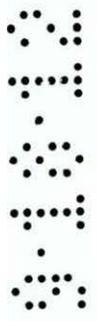
P.O. Box 18496 • Oklahoma City, OK 73154-0496 • 6100 N. Western Avenue • Oklahoma City, OK 73118
405-935-1578 • fax 405-849-1578 • cell 405-698-6786 • justin.ezell@chk.com

13700715

0203321 TX GENERAL LAND OFFICE

No. 1877158

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0343268	09/11/12	091112	BARNETT CORE PR LSE BNS	8678.25
Total for check				\$8,678.25



~~121~~

13700716

0203321 TX GENERAL LAND OFFICE

No. 1877159

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0343325	09/11/12	091112A	BARNETT CORE PR SALES TAX FOR	130.17
Total for check				\$130.17

0343325
09/11/12
091112A

~~121~~

13700714

0203321 TX GENERAL LAND OFFICE

No. 1877160

VOUCHER NUMBER	INVOICE DATE	INVOICE NUMBER	DESCRIPTION OR GROSS AMOUNT DISCOUNT	NET AMOUNT
0343326	09/11/12	091112B	MADDOX 3H PROCESS FEE	500.00
Total for check				\$500.00

124

01010

File No. 114622

Cover Letter ⊕ Bonus ⊕ Fees

Date Filed: 9/18/12

By: Jerry E. Patterson, Commissioner
GH

3

114622

File No. 114622
Plat
Date Filed: 9/18/12
By: Jerry E. Patterson, Commissioner
GH

④

AFFIDAVIT OF CONSIDERATION

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

PERSONALLY came and appeared before me, the undersigned Notary, the within named Justin David Ezell, who is a resident of Oklahoma County, State of Oklahoma and makes this his/her statement and Affidavit of Consideration upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

The highest bonus per net mineral acre that Chesapeake Exploration L.L.C., an Oklahoma limited liability company, has paid for a tract adjacent to the tract described in attached Exhibit "A" is Seven Thousand One Hundred Forty-Two Dollars and 86 cents (\$7,142.86) per net mineral acre. The highest royalty percentage that Chesapeake Exploration L.L.C. an Oklahoma limited liability company, has agreed to pay for a tract adjacent to the tract described in attached Exhibit "A" is Twenty-Five percent (25%). The highest shut-in payment that Chesapeake Exploration L.L.C., an Oklahoma limited liability company, has agreed to pay for a tract adjacent to the tract described in attached Exhibit "A" is Fifty Dollars (\$50.00) per net mineral acre.

DATED this the 17 day of September, 2012

[Signature]

Signature of Affiant

SWORN to subscribed before me, this 17 day of September, 2012



[Signature]

NOTARY PUBLIC

My Commission Expires:

7-27-16



5
5
5
5
5



File No. 114622
Affidavit of Highest Consideration
Date Filed: 9/18/12
By Jerry E. Patterson, Commissioner
GH

(5)

DEED RECORD VOLUME 4150

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF ELLIS.

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared

Mrs. Freda W. Wiggins, a widow,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 6th day of December, A. D. 1965.

Ernie J. Jolley
Notary Public, Ellis County, Texas.

Filed for Record DEC 8 1965 at 9:18 A.M.
 And Recorded DEC 13 1965 at 8:42 A.M.
 Instrument No. 96294 W. C. "RED" COWEN, County Clerk
 Tarrant County, Texas
 By E. Clay Deputy

96295 175

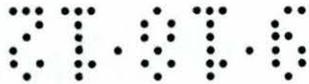
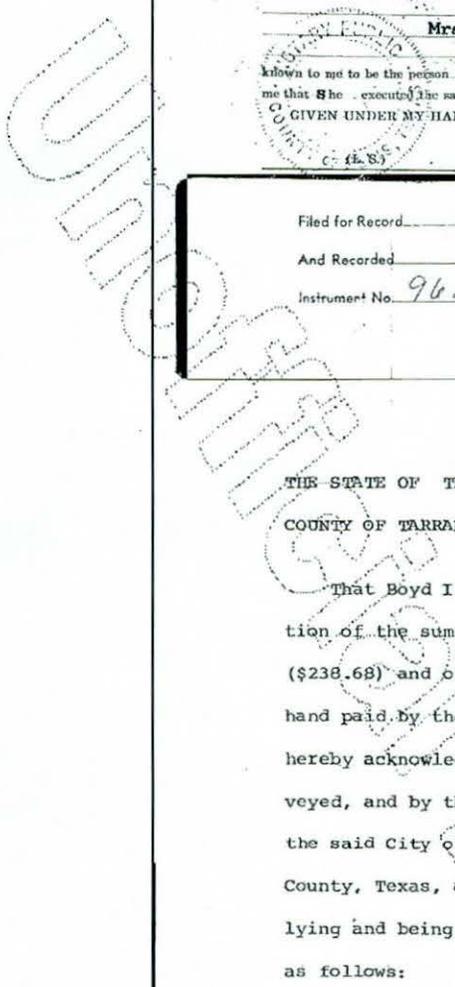
THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That Boyd I. Barnes of Tarrant County, Texas, in consideration of the sum of Two Hundred Thirty-eight and 68/100 Dollars (\$238.68) and other good and valuable consideration to him in hand paid by the City of Fort Worth, the receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents, does Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation of Tarrant County, Texas, all that certain lot, tract or parcel of land lying and being situated in Tarrant County, Texas, described as follows:

The parcel of land containing 1,536 square feet herein described being the north portion of Lot 1, Block 6, of the Avalon Heights Addition to the City of Fort Worth, as recorded in Volume 309, Page 77 of the plat records of Tarrant County, Texas, and being more fully described as follows:

- BEGINNING at a 1/2 inch iron pin on the northwest corner of Lot 1, Block 6, Avalon Heights Addition to the City of Fort Worth, Tarrant County, Texas;
- THENCE in a northeasterly direction along the north line of said Lot 1, a distance of 49.26 feet to the point of a curve to the right, having a central angle of 62 degrees 15 minutes and a radius of 95 feet;
- THENCE in a southeasterly direction along the arc of said curve to the right a distance of 66.57 feet to a point. Said point being on the west line of Brookes Street and being 25 feet south of centerline station 7+03.27 on Burchill Road, Profile No. B-147 on record in the Engineering Division of the City of Fort Worth;
- THENCE in a westerly direction along a line 25 feet south of and parallel to said centerline a distance of 106.96 feet to a point in the west line of said Lot 1;
- THENCE in a northwesterly direction along the west line of said Lot 1, a distance of 8.98 feet to the place of beginning and containing 1,536 square feet of land of which approximately 400 square feet is being used for the existing roadway on said Burchill Road.



TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns, forever. And he does hereby bind himself, his heirs and assigns, to Warrant and Forever Defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 29th day of October, A. D. 1965.

Boyd I. Barnes
Boyd I. Barnes

THE STATE OF TEXAS \$
COUNTY OF TARRANT \$

BEFORE ME, the undersigned, a Notary Public, in and for Tarrant County, Texas, on this day personally appeared Boyd I. Barnes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of October, A. D. 1965.

Jack B. [Signature]
Notary Public in and for Tarrant County, Texas

Filed for Record DEC 8 1965 at 9:20 A.M.
And Recorded DEC 13 1965 at 8:50 A.M.
Instrument No. 96295 W. C. "RED" COWEN, County Clerk
Tarrant County, Texas
By E. Clay Deputy



DEED RECORD VOLUME 4150

377

96322 174

THE STATE OF TEXAS §
 COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That Wean Properties, Inc., a corporation, of Tarrant County, Texas, acting by and through its president, Thomas M. Ryan, in consideration of the sum of Four Hundred Sixty-one and 32/100 Dollars (\$461.32) and other good and valuable consideration to it in hand paid by the City of Fort Worth, the receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation of Tarrant County, Texas, all that certain lot, tract or parcel of land lying and being situated in Tarrant County, Texas, described as follows:

The parcel of land containing 3,464 square feet herein described being the north portion of Lot 1, Block 5, Avalon Heights Addition to the City of Fort Worth, Tarrant County, Texas, and being more fully described as follows:

COMMENCING at the southwest corner of Lot 1, Block 5, Avalon Heights Addition to the City of Fort Worth, Tarrant County, Texas. Said corner being monumented by a 5/8" iron pin, and being on the east line of Brookes Street. Thence in a northerly direction along the east line of said Brookes Street and the west line of said Lot 1 a distance of 90 feet to a point. Said point being monumented by a 5/8" iron pin and said point being the beginning of a curve to the right, having a central angle of 129 degrees 00 minutes and a radius of 32 feet. Thence along the arc of said curve to the right a distance of 12.3 feet to a point, said point being monumented by a 1/2" iron pin and said point being the place of beginning and being 25 feet south of centerline station 7+71.53 on Burchill Road, Profile No. B-147 on record in the Engineering Division of the City of Fort Worth;

THENCE continuing along the arc of said curve to the right a distance of 59.78 feet to a point in the north line of said Lot 1;

THENCE in a southeasterly direction along the north line of said Lot 1 a distance of 26 feet to the point of a curve to the right having a central angle of 18 degrees 36 minutes and a radius of 154 feet;

31010

THENCE along the arc of said curve to the right a distance of 50.02 feet to a point;

THENCE in a southeasterly direction a distance of 14.75 feet to the point of a curve to the right having a central angle of 32 degrees 29 minutes and a radius of 137.76 feet;

THENCE along the arc of said curve to the right a distance of 17.68 feet to a point. Said point being 25 feet south of centerline station 9+09.75 on Burchill Road, Profile No. B-147 on record in the Engineering Division of the City of Fort Worth;

THENCE in a westerly direction along a line 25 feet south of and parallel to the centerline of said Burchill Road a distance of 138.2 feet to the place of beginning and containing 3,464 square feet of land of which approximately 2,250 square feet is being used for the existing roadway on said Burchill Road.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns, forever. And it does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, this 28 day of October, A. D. 1965.

ATTEST:

WEAN PROPERTIES, INC.

Dennis Bill Sutton
Asst. Secretary

Thomas M. Ryan
President

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Thomas M. Ryan, President of Wean Properties, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Wean Properties, Inc., a corporation; and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of October, A. D. 1965.

Jack B. Smith
Notary Public in and for Tarrant County, Texas

Filed for Record: DEC 8 1965 at 9:21 AM;
And Recorded: DEC 13 1965 at 8:41 AM.
Instrument No. 96322 W. C. "RED" COWEN, County Clerk
Tarrant County, Texas
By: *J. Neal* Deputy



500 WA

WARRANTY DEED

1980

3585+8

5.00 W D
6 12/18/81

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT we, Douglas MacArthur Sanford and Jane Haskell Sanford, husband and wife, of Tarrant County, Texas, for and in consideration of Three Hundred Fifty and No/100 Dollars (\$350.00) paid to us by the City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, a municipal corporation of Tarrant County, Texas, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lot 1, Block 3, Englewood Heights Addition, according to Plat recorded in Volume 310, Page 67, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said lot 1;

THENCE: South no degrees 31 minutes 21 seconds East, along the west line of said lot 1, 132.0 feet to its southwest corner;

THENCE: East, along the south line of said lot 1, 6.03 feet to a point in the proposed east right of way line of Vaughn Boulevard, said point being 7.50 feet, measured at right angles, east of the existing east face of curb of said Vaughn Boulevard;

THENCE: North no degrees 28 minutes 11 seconds West, along a line 7.50 feet east of and parallel to the existing east face of curb of said Vaughn Boulevard, 132.0 feet to a point in the north line of said lot 1 and the south line of Little John Avenue;

THENCE: West, along the north line of said lot 1, and the south line of Little John Avenue, 6.15 feet to the point of beginning and containing 803.987 square feet of land more or less.

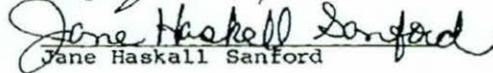
TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise be-

Vol. 7224 Doc. 1740



longing unto the said City of Fort Worth, its successors and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas on this the 25th day of November, 1981.


Douglas MacArthur Sanford

Jane Haskall Sanford

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Douglas MacArthur Sanford, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of November, 1981.


Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Jane Haskall Sanford, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of November, 1981.


Notary Public in and for
Tarrant County, Texas



WARRANTY DEED

Douglas MacArthur Sanford and
Jane Haskall Sanford

to

City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale

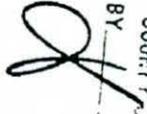
Parcel No. 4

Acct. No. 076-206072-15

M&C L-7210 dated 11/3/81

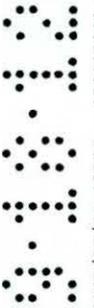
Return to: JG

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 THURGOODTON
FORT WORTH, TEXAS 76102

FILED
TARRANT COUNTY, TEXAS
81 DEC 18 AM 34
MAURIN J. HANCOCK
COUNTY CLERK
BY  CLERK

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was filed on the
date and at the place stamped herein by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas as stamped herein by me.
DEC 18 1981

Madeline Hoffman
COUNTY CLERK
TARRANT COUNTY, TEXAS



7224 DEC 1981

200
WD

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

7.00 W D
5 01/08/82

1000 01719
THAT we, J.D. Ogden and Evelyn M. Ogden, Husband and Wife, of Tarrant County, Texas, for and in consideration of One Hundred and no/100 Dollars (\$100.00) paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of the north one half of Lot 1, Block 2, Englewood Heights Addition, according to Plat recorded in Volume 310, Page 67, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1;

THENCE: South no degrees 31 minutes 21 seconds East, along the west line of said Lot 1, 66.00 feet to a point;

THENCE: East 6.39 feet to a point in the proposed east right-of-way line of Vaughn Boulevard, said point being 7.50 feet, measured at right angles, east of the existing east face of curb of said Vaughn Boulevard;

THENCE: North no degrees 28 minutes 11 seconds West, along a line 7.50 feet east of and parallel to the existing east face of curb of Vaughn Boulevard 66.00 feet to a point in the north line of said Lot 1, and the south line of Hanger Avenue;

THENCE: West, along the north line of said Lot 1, and the south line of Hanger Avenue, 6.45 feet to the point of beginning and containing 423.949 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of



Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas on this the 28 day of December, 1981.

J. D. Ogden
J. D. Ogden

Evelyn M. Ogden
Evelyn M. Ogden

VOL 7233 PAGE 239

31916

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared J. D. Ogden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of December, 1981.



John P. Myers
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Evelyn M. Ogden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of December, 1981.



John P. Myers
Notary Public in and for
Tarrant County, Texas



WARRANTY DEED

J.D. & Evelyn Ogden

to

City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale

Parcel 7

Acct. 076-206072-15

M&C L-7213 dated 11/3/81

Return to: JM

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 THIRDSOURCE
FORT WORTH, TEXAS 76102



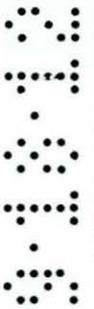
Madeline H. Johnson
COUNTY CLERK
TARRANT COUNTY, TEXAS

JAN 8 1982

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was filed in the
public records of the County of Tarrant, Texas, on this
8th day of January, 1982, at 10:00 AM, and that the
same has been recorded in the Volume and Page of this
Index as shown above.

FILED
JAN 8 1982
COUNTY CLERK
TARRANT COUNTY, TEXAS

VOL 7233 PAGE 291



successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas, on this the 29 day of December, 1981.

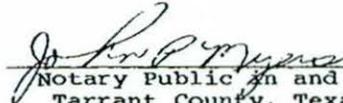

Earl C. Kirkpatrick

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Earl C. Kirkpatrick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of December, 1981.




Notary Public in and for
Tarrant County, Texas





WARRANTY DEED

Earl C. Kirkpatrick
to
City of FortWorth

Project: Vaughn Blvd.-Crenshaw to Rosedale
Parcel 24
Acct. 076-206072-15
M&C L-7247 dated 12/3/81



JAN 8 1982

UNITED STATES
COUNTY OF TARRANT
I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office of the County Clerk of Tarrant County, Texas.

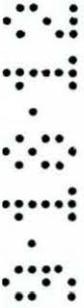
[Signature]

Return to: JM

REAL PROPERTY DIVISION
COUNTY CLERK
1000 WINDSOR BLVD.
FORT WORTH, TEXAS 76102

RECORDED
INDEXED
GEN.

VOL 7233 PAGE 294



700
100

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

7.00 W D
5 01/08/82

1000 01721
THAT we, Larry Cox and Brooke Cox, Husband and Wife, of Tarrant County, Texas, for and in consideration of One Hundred Twenty-Five and No/100 Dollars (\$125.00) paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lots 18 and 19, Block 14, Burchill Addition according to plat recorded in Volume 902, Page 355, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

- BEGINNING at the northeast corner of said Lot 18;
- THENCE: South no degrees 28 minutes 11 seconds east, along the east line of said Lots 18 and 19, 80.5 feet to the southeast corner of said Lot 19;
- THENCE: North 74 degrees 49 minutes 11 seconds west, along the south line of said lot 19, 3.63 feet to a point in the proposed west right-of-way line of said Vaughn Boulevard, said point being 7.50 feet, measured at right angles, west of the existing west face of curb of said Vaughn Boulevard;
- THENCE: North no degrees 28 minutes 11 seconds west, along a line 7.50 feet west of and parallel to the existing west face of curb of Vaughn Boulevard, 80.50 feet to a point in the north line of said Lot 18;
- THENCE: South 74 degrees 49 minutes 11 seconds east, along the north line of said Lot 18, 3.63 feet to the point of beginning and containing 281.75 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all

Vol. 7233 PAGE 295



and singular, the said premises unto the said City of Fort Worth,
its successors and assigns against every person whomsoever lawfully
claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth,
Texas, on this the 29 day of December, 1981.

Larry Cox
Larry Cox

Brooke Cox
Brooke Cox



STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Larry Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of December, 1981.



John P. Myers
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Brooke Cox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of December, 1981.



John P. Myers
Notary Public in and for
Tarrant County, Texas

7233 PAGE 297



WARRANTY DEED

Larry and Brooke Cox

to

City of Fort Worth

Project: Vaughn Blvd.-Crenshwa to Rosedale

Parcel 22

Acct. 076-206072-15

M&C L-7221 dated 11/10/81



Madeline H. Brown
COUNTY CLERK
TARRANT COUNTY, TEXAS

JAN 8 1982

STATE OF TEXAS
COUNTY OF TARRANT
I, Madeline H. Brown, County Clerk of Tarrant County, Texas, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 8th day of January, 1982, at Fort Worth, Texas, and that the same is a duly executed instrument of the parties thereto.

BY _____
COUNTY CLERK

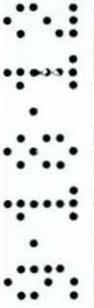
80 : 110 8 1982

FILED

Return to: JM

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 MEMORIAL
FORT WORTH, TEXAS 76102

7233 MCF 298



Handwritten initials/signature

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

1000 01722 5.00 W D
5 01/08/82

THAT Williams Investment Company, a Texas Corporation, acting by and through its July authorized President, R. B. Williams, for and in consideration of Six Hundred Fourteen and No/100 Dollars (\$614.00) paid to it by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed, and by these presents does GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lots 1 and 2, Block L, L. T. Millett Addition, according to plat recorded in Volume 104, Pages 44 and 45, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 1;

THENCE: South 36 degrees 23 minutes 31 seconds west, along the east line of said Lots 1 and 2, 144.56 feet to a point in the proposed west right of way line of said Vaughn Boulevard, said point being 7.50 feet measured at right angles west of the existing west curb line of Vaughn Boulevard, said point also being on a curve the center of which bears south 68 degrees 57 minutes 51 seconds east a radius distance of 191.89 feet;

THENCE: Along the proposed west right of way line of said Vaughn Boulevard, northerly along said curve to the right an arc distance of 53.40 feet to the end of said curve, and north 36 degrees 58 minutes 49 seconds east 87.46 feet to a point in the north line of said Lot 1;

THENCE: South 89 degrees 40 minutes 03 seconds east, along the north line of said Lot 1, 7.34 feet to the point of beginning and containing 818.310 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And Williams Investment Company does hereby bind



itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed in Fort Worth, Texas, on this the 28th day of December, 1981.

WILLIAMS INVESTMENT COMPANY

By: R. B. Williams
Title: President

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared R. B. Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that such was the act of Williams Investment Company and that (s)he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 28th day of December, 1981.



NOTARY PUBLIC STATE OF TEXAS

[Signature]
Notary Public in and for
Tarrant County, Texas





WARRANTY DEED

Williams Investment Company

to

City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale

Parcel 23

Acct. 076-206072-15

M&C L-7248 dated 11/24/81



Madeline H. Johnson
COUNTY CLERK
TARRANT COUNTY, TEXAS

JAN 8 1982

STATE OF TEXAS
COUNTY OF TARRANT
I, Madeline H. Johnson, County Clerk of Tarrant County, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of this county.

BY
COUNTY CLERK
TARRANT COUNTY, TEXAS

80 : 111 : 08 92 JAN 8

FILED
TARRANT COUNTY TEXAS

Return to: JM

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 TARRANT COUNTY
FORT WORTH, TEXAS 76102

2233 PAGE 301

500 W D

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§

KNOW ALL MEN BY THESE PRESENTS:
1000 03378 4 5.00 W D 01/18/82

THAT I, Etta Mae Young, a single woman, of Tarrant County, Texas, for and in consideration of Two Hundred Ten and No/100 Dollars (\$210.00) paid to me by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lots 21 and 22, Block 14, Burchill Addition, according to plat recorded in Volume 902, Page 355, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 21;

THENCE: South no degrees 28 minutes 11 seconds east, along the east line of said Lots 21 and 22, 100.0 feet to the southeast corner of said Lot 22;

THENCE: North 74 degrees 49 minutes 11 seconds west, along the south line of said Lot 22, 3.63 feet to a point in the proposed west right of way line of said Vaughn Boulevard, said point being 7.50 feet, measured at right angles, west of the existing west face of curb of said Vaughn Boulevard;

THENCE: North no degrees 28 minutes 11 seconds west, 7.50 feet west of and parallel to the existing west face of curb of Vaughn Boulevard 100.0 feet to a point in the north line of said Lot 21;

THENCE: South 74 degrees 49 minutes 11 seconds east, along the north line of said Lot 21, 3.63 feet to the point of beginning and containing 350.00 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And I do hereby bind myself, my heirs, executors, administrators, and assigns to warrant and forever defend, all and

7236 PAGE 1466



singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth,

Etta Mae Young
Etta Mae Young

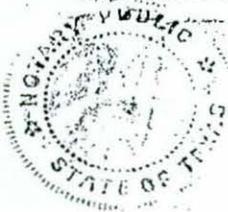
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Etta Mae Young, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of

December, 1981.



J. Paul [Signature]
Notary Public in and for
Tarrant County, Texas



01818

WARRANTY DEED

Etta Mae Young
to
City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale
Parcel 20
Acct. 076-206072-15
M&C L-7246 dated 12/3/81

Return to: JM

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 HUNTERS BLVD
FORT WORTH, TEXAS 76102

VOL 7236 PAGE 1468



Madeline H. Brown
COUNTY CLERK
TARRANT COUNTY, TEXAS

EXAMINED
JAN 18 1982
The County Clerk's Office has examined this instrument and it conforms to the requirements of the Texas Constitution and the laws of the State of Texas.

BY *[Signature]*
COUNTY CLERK

FILED
TARRANT COUNTY TEXAS
82 JAN 18 AID : 39

JAN 18 1982

700/100

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS: 7.00 W D
1000 03379 4 01/18/82

THAT we, Rufus Jackson, Jr., and Doris Gertrude Jackson, Husband and Wife, of Tarrant County, Texas, for and in consideration of One Hundred and No/100 Dollars (\$100.00) paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lot 20, Block 14, Burchill Addition according to Plat recorded in Volume 902, Page 355, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 20;

THENCE: South no degrees 28 minutes 11 seconds East, along the east line of said Lot 20, 50.0 feet to its southeast corner;

THENCE: North 74 degrees 49 minutes 11 seconds West, along the south line of said Lot 20, 3.63 feet to a point in the proposed West right-of-way line of said Vaughn Boulevard, said point being 7.50 feet, measured at right angles, west of the existing west face of curb of said Vaughn Boulevard;

THENCE: North no degrees 28 minutes 11 seconds West, along a line 7.50 feet west of and parallel to the existing west face of curb of Vaughn Boulevard, 50.0 feet to a point in the north line of said Lot 20;

THENCE: South 74 degrees 49 minutes 11 seconds East, along the north line of said Lot 20, 2.63 feet to the point of beginning and containing 175.00 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of

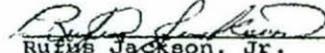
VOL 7236 PAGE1469

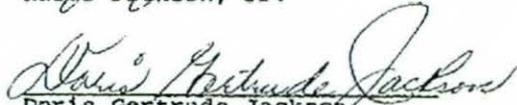


Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth,

THIS 18th DAY OF JANUARY 1982.


Rufus Jackson, Jr.


Doris Gertrude Jackson

VOL 7236 PAGE 1470

31016

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Rufus Jackson, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of December, 1981.



John P. Myers
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Doris Gertrude Jackson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29 day of December, 1981.



John P. Myers
Notary Public in and for
Tarrant County, Texas

VOL 7236 PAGE1471



WARRANTY DEED

Rufus Jackson, Jr. and Doris
Gertrude Jackson

to

City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale

Parcel 21

Acct. 076-206072-15

M&C L-7224 dated 11/28/81

REC'D
COUNTY CLERK
OFF

82 JAN 18 AM 10:40

FILED
TARRANT COUNTY TEXAS



McWhirter
COUNTY CLERK
TARRANT COUNTY, TEXAS

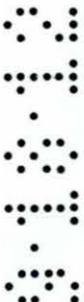
JAN 18 1982

RECEIVED
CITY OF FORT WORTH
PLANNING DEPARTMENT
JAN 18 1982

Return to: JM

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 HENRIEVILLE
FORT WORTH, TEXAS 76102

VOL 7236 PAGE 1472



500
LWD

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4 02/08/82

THE STATE OF TEXAS §
COUNTY OF TARRANT §

1000 08662

KNOW ALL MEN BY THESE PRESENTS:

THAT I, M. F. Shepherd, of Tarrant County, Texas, for and in consideration of One Hundred Dollars (\$100.00) paid to me by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lot 2, Block 10, Burchill Addition, Second Filing, according to Plat recorded in Volume 204, Page 76, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEING the east 3.50 feet of said Lot 2, Block 10, Burchill Addition, Second Filing, and containing 174.982 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And I do hereby bind myself, my heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas on this the 20th day of January, 1982.

M. F. Shepherd
M. F. Shepherd



STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared M. F. Shepherd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of January, 19 82.

Renell M. ...
Notary Public in and for
Tarrant County, Texas

VOL 7246 PAGE 764



FILED
TARRANT COUNTY TEXAS

02 FEB 8 4:1: 30

BY [Signature]
CLERK
DEP

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that the foregoing was
correctly recorded in the Public
Records of the County of Tarrant, Texas
on the 2nd day of February 1982.
M. F. Shepherd
COUNTY CLERK
TARRANT COUNTY TEXAS

WARRANTY DEED

M. F. Shepherd
to
City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale
Parcel 17
Acct. 076-206072-15
M&C L-7270 dated 12-29-81

Return to: JG

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 TARRANT
FORT WORTH, TEXAS 76102

VOL 7246 PAGE 765



100
5/11

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

1000 15485 5.00 W D
5 03/08/82

THAT I, Samuel T. Poxon, of Bernalillo County, New Mexico, owning this property as my separate property, for and in consideration of One Hundred Seventy-Five and No/100 Dollars (\$175.00) paid to me by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

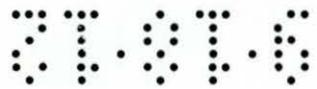
A parcel of land out of Lot 3, Block 10, Burchill Addition, Second Filing, according to plat recorded in Volume 204, Page 76, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEING the east 3.50 feet of said Lot 3, Block 10, Burchill Addition, Second Filing, and containing 174.982 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And I do hereby bind myself, my heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Albuquerque, New Mexico on this the 10th day of February, 1982.


Samuel T. Poxon



STATE OF NEW MEXICO §
COUNTY OF BERNALILLO §

BOOK 10 711

BEFORE ME, the undersigned authority, on this day personally appeared Samuel T. Poxon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of February, 19 82.

Yvonne J. Green
Notary Public in and for
Bernalillo County, New Mexico

VOL 7259 PAGE 919



COUNTY CLERK
STATE OF TEXAS
I hereby certify that this instrument was FILED on this
date in the Public Records Office by me and was duly
recorded in the Public Records of Tarrant County
Texas.

MAR 8 1982



Marilyn Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS

WARRANTY DEED

Samuel T. Poxon

to

CITY OF FORT WORTH

Project: Vaughn Blvd. - Crenshaw to
Rosedale

Acct. No. 076-206072-15

M&C L-7210 dated 11/3/81

Return to: GCW

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 TROSCAMORTON
FORT WORTH, TEXAS 76102

[Signature]
COUNTY CLERK
OFF

82 MAR 8 11:31

FILED
TARRANT COUNTY TEXAS

026 321 6524 920



[Handwritten signature]

WARRANTY DEED

3000

508464

5.00 W D
e 04/05/82

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Henry Smith and Inez Smith, for and in consideration of One Thousand Six Hundred Sixty-Two and No/100 Dollars (\$1,662.00) paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of Lot 22, Block 3, Englewood Heights Addition, according to plat recorded in Volume 310, Page 67, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 22;

THENCE: North no degrees 31 minutes 21 seconds west, along the west line of said Lot 22, 132.00 feet to its northwest corner;

THENCE: East, along the north line of said Lot 22, 6.02 feet to a point in the proposed east right of way line of Vaughn Boulevard, said point being 7.50 feet, measured at right angles, east of the existing east face of curb of said Vaughn Boulevard;

THENCE: South no degrees 28 minutes 11 seconds east, along a line 7.50 feet east of and parallel to the existing east face of curb of said Vaughn Boulevard, 132.0 feet to a point in the south line of said Lot 22, and the north line of Bideker Avenue.

THENCE: West, along the south line of said Lot 22, and the north line of Bideker Avenue, 5.89 feet to the point of beginning and containing 786.089 square feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And we hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Vol. 7273 PAGE 666



IN WITNESS WHEREOF, this instrument is executed at Fort Worth,
Texas on this the 12 day of March, 1982.

Henry Smith
Henry Smith

Inez Smith
Inez Smith

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally
appeared Henry Smith, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of
March, 1982.

Julie Hemmitt
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally
appeared Inez Smith, known to me to be the person whose name is sub-
scribed to the foregoing instrument, and acknowledged to me that she
executed the same for the purposes and consideration therein ex-
pressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of
March, 1982.

Julie Hemmitt
Notary Public in and for
Tarrant County, Texas

Vol. 72723 PAGE 667

WARRANTY DEED

Henry Smith & Inez Smith

to

CITY OF FORT WORTH

Vol. 7273 PAGE 668

Project: Vaughn Boulevard -
Crenshaw to Rosedale

Parcel No. 3

Number: 076-206072-15

M&C L-7269 dated 2/2/82

Return to: JH

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1001 MAIN STREET
FORT WORTH, TEXAS 76102

FILED
COUNTY CLERK
TARRANT COUNTY TEXAS
APR 5 1982
M&C L-7269

FILED
COUNTY CLERK

APR 5 1982

FILED



500
5/10

WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

2000

312425

5.00 W D
4 05/07/82

THAT we, Michael L. Mealer, Donovan Cheek and James Lollar, for and in consideration of \$350.00 paid to us by the City of Fort Worth, a municipal corporation of Tarrant County, Texas, with mailing address of 1000 Throckmorton Street, Fort Worth, Texas 76102, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL, and CONVEY unto the said City of Fort Worth, its successors and assigns, all those certain lots, tracts or parcels of land lying in the County of Tarrant and State of Texas, and being described as follows:

A parcel of land out of lots 4 and 5, Block 10, Burch Hill Addition, second filing, according to Plat recorded in Volume 204, Page 76, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

Being the east 3.50 feet of said lots 4 and 5, Block 10, Burch Hill Addition, second filing, and containing 349.964 feet of land more or less.

TO HAVE AND TO HOLD the above described premises together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of Fort Worth, its successors and assigns forever. And we hereby bind ourselves, our heirs, executors, administrators, and assigns to warrant and forever defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed at Fort Worth, Texas on this the 29 day of March, 19 82.

Michael L. Mealer
Michael L. Mealer

Donovan Cheek
Donovan Cheek

James L. Lollar
James Lollar

Grantor's Address:



STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Mealer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

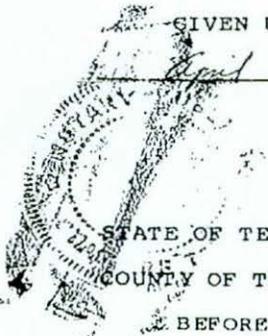


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of April, 19 82.

William Cosgrove
Notary Public in and for
Tarrant County, Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Donovan Cheek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of April, 19 82.

James Lollar
Notary Public in and for
Tarrant County, Texas

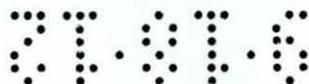
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared James Lollar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of March, 19 82.

Anne Conrady
Notary Public in and for
Tarrant County, Texas



WARRANTY DEED

Michael L. Mealer, Donovan Cheek and
James Lollar

to

City of Fort Worth

Project: Vaughn Blvd.-Crenshaw to Rosedale

Parcel 15

Acct. 076-206072-15

M&C L-7231 dated 11/17/81

Return to: JH

REAL PROPERTY DIVISION
CITY OF FORT WORTH
1000 TROSCEN
FORT WORTH, TEXAS 76102



COUNTY CLERK
TARRANT COUNTY, TEXAS

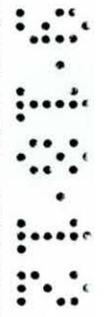
Madeline Huffman

MAY 7 1982

STATE OF TEXAS
I hereby certify that this instrument was FILED on this
day of MAY at the time stamped hereon by me and was duly
recorded in the Public Records of Tarrant County,
Texas, on the day and at the time stamped hereon by me.

BY 
MADLINE HUFFMAN
COUNTY CLERK

FILED
TARRANT COUNTY TEXAS
MAY 7 11:14 AM '82



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE v.3

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 1 day of April, 2008, by and between Matthew Luckey II FKA Matthew Luckey III, a single person, whose address is 2716 Bridlecker Avenue, Fort Worth, Texas 76105, as Lessor, and DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas, Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.140 ACRES OF LAND, MORE OR LESS, BEING North 71 feet of Lot, Block 16 OUT OF THE Burchill 2nd Filmg, AN ADDITION TO THE CITY OF Fort Worth, Texas, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 902, PAGE 355 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing .140 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five Percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or

 **COPY**



until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessor may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

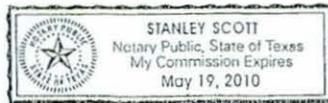
LESSOR (WHETHER ONE OR MORE)

Signature: [Handwritten Signature]
Printed Name: Matthew Luckey II

Signature: _____
Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 1 day of April, 2008, by Matthew Luckey II



[Handwritten Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the _____ day of _____, 2008, by _____

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the _____ day of _____, 2008, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

COPY



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL AND GAS LEASE
(No Surface Use; Paid Up Lease)

This Oil and Gas Lease (this "Lease") is made effective the 1st day of June, 2011 between **Siduri Development, LLC** (hereafter called "**Lessor**"), whose address is 777 Main Street, Suite 790, Fort Worth Texas 76102, and **Vantage Fort Worth Energy LLC**, a Delaware limited liability company, (hereafter called "**Lessee**"), whose address is 116 Inverness Dr. East, Suite 107, Englewood, CO, 80112.

1. **Grant.** In consideration of a cash bonus in hand paid, Lessor grants and leases exclusively unto Lessee the land described in attached Exhibit A (the "Land") in Tarrant County, Texas (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas. For purposes of this Lease, "oil and gas" means oil, gas and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore. This Lease also covers and includes any interest which Lessor may own in any street, alley, highway, railroad, canal, river, body of water, contiguous or adjacent to the Land, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the Land particularly described above. Lessor agrees to execute at Lessee's request any additional or supplemental instruments reasonably necessary for a more complete or accurate description of the leased premises.

2. **Term.** This Lease is a "paid up" lease requiring no rentals. Subject to the other provisions contained herein, this Lease shall be for a term of three (3) years from this date (called "Primary Term") and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the Leased premises or from lands pooled therewith, or this Lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Royalty.** Royalties on oil, gas, and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) for oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of ad valorem taxes and production, severance or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. If at the end of the primary term, or any time thereafter, one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, or such well or wells are otherwise drilled to a depth sufficient to penetrate the Barnett Shale formation and awaiting hydraulic fracture stimulation, but such well or wells are shut-in, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this Lease. If for a period of ninety (90) consecutive days such well or wells are shut-in, Lessee shall pay **shut-in royalty of (\$50.00) per net mineral acre** then covered by this Lease on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in; provided, however, that if this Lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Notwithstanding the above, Lessee shall not be required to tender royalties hereunder, and shall accrue same for the benefit of Lessor, until the royalty sum due to Lessor equals or exceeds \$25.00.

4. **Payments.** All shut-in or other royalty payments under this Lease shall be paid or tendered to Lessor at the above address, or at such address or to Lessor's credit at such depository institution as Lessor may provide written notice of from time to time. All payments or tenders may be made in currency, check, or bank wire. Lessee shall pay royalties from the sale of production from a well on or before one hundred twenty (120) days after the end of the month of the first sale of production from the well. Thereafter, royalties shall be paid on or before sixty (60) days after the calendar month in which production is sold. Initial bonus monies shall be paid to Lessor by bank draft by Lessee upon Lessee's receipt of Lessor's executed lease.

5. **Continuous Drilling Operations.** If Lessee drills a well which is incapable of producing in paying quantities (a "dry hole") on the leased premises or land pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit-boundaries pursuant to the provisions of Section 6 or the action of any governmental authority, then in the event this Lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or land pooled therewith within ninety (90) days after completion of operations on such dry hole or within ninety (90) days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this Lease is not



otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith.

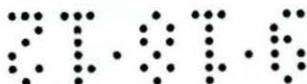
6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Land, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten (10%) percent, and for a gas well or a horizontal completion shall not exceed six-hundred forty (640) acres plus a maximum acreage tolerance of ten (10%) percent; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on twenty-four (24) hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling which may be retroactive to first production. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this Lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. Further, in making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Land is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Partial Interest.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of leased premises bears to the full mineral estate in such part of the leased premises.

8. **Assignment.** The interest of either the Lessor or Lessee may be assigned, devised or otherwise transferred in whole or in part by area and/or depth or zone, and the rights and obligation of the parties hereinunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligation of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty days after Lessee has been furnished the original or duly authenticated copies of the documentation establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate at the address designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly, or separately in proportions to the interests which each owns.

9. **Release.** Lessee may, at any time and from time to time, deliver to Lessor in recordable form or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder. In any event, upon termination of this Lease, Lessee, its successors or assigns, shall deliver to Lessor a recordable release as to such portion or portions of the Lease which have terminated under the terms of this Lease.

10. **NO SURFACE OPERATIONS. LESSEE SHALL NOT CONDUCT ANY ACTUAL DRILLING OPERATIONS UPON ANY PART OF THE SURFACE OF THE LEASED PREMISES. LESSEE SHALL HAVE A SUB-SURFACE EASEMENT TO HORIZONTALLY DRILL UNDER THE SURFACE OF THE LEASED PREMISES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LESSEE SHALL HAVE THE RIGHT TO CONDUCT GEOPHYSICAL SEISMIC OPERATIONS, BUT ONLY BY VIRTUE OF THE VIBROSEIS-METHOD. LESSEE SHALL EMPLOY SUCH MEASURES AS WILL REDUCE THE IMPACT UPON, IMPROVEMENTS, VEGETATION AND GAME HABITAT ON THE LEASED PREMISES. LESSEE SHALL PAY FOR ALL DAMAGES RELATED TO SEISMIC OPERATIONS.**



11. **Regulatory Requirements and Force Majeure.** Lessee's obligation under this Lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including environmental regulations, setback requirements, restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this Lease when drilling, production or other operations are so prevented, delayed or interrupted. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of such Force Majeure event.

12. **Breach or Default.** An alleged breach or default of Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be ground for cancellation hereof in whole or in part. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. **Subordination.** By the execution of this Lease, the Lessor does hereby appoint and designate Lessee, its successors and assigns, its attorneys-in-fact, solely for the purpose of allowing the Lessee to contact the Lessor's lender or mortgagor (if any) on behalf of the Lessor to obtain a Lien Subordination Agreement or similar instrument of Lessor's mortgage on the Leased Premises to Lessee's Oil and Gas Lease or some other similar agreement. Lessee will mail a copy of the executed and recorded Lien Subordination Agreement or similar instrument when finalized. When the Lessee has finalized its Lien Subordination Agreement or similar instrument with the Lessor's lender or mortgagor, this limited power-of-attorney herein granted to the Lessee shall in all respects terminate and be revoked.

15. **Division Orders.** If Lessee shall require the execution of a division order for payment of royalty payable under this lease, then such form shall be in compliance with Section 91.402(d), of the Texas Natural Resources Code as amended from time to time. Transfer orders, if required, shall be solely for the purpose of confirming the interest transferred by Lessor. It is agreed that neither the Lease nor any of its terms or provisions shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, Lessor's successor's, agents or assigns. Any amendment, alteration, extension or ratification of this lease, or any term or provision of this Lease, shall be made only by an instrument clearly denominating its purpose and effect, describing the specific terms or provisions affected and the proposed change or modification hereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced. Any purported amendment, alteration, extension or ratification not so drafted shall be of no force or effect.

16. **Jurisdiction and Venue.** Jurisdiction and venue for any legal dispute between Lessor and Lessee related in any way to this Lease shall be in Tarrant County, Texas.

17. **Consent.** Lessor hereby agrees that, in the event Lessee deems it necessary to seek a variance, waiver or other relief from any laws, rules, regulations, or orders (which for purposes of this paragraph shall include any ordinance) or other such authority exercised by (i) the City of Fort Worth, including but not limited to the well setback distance for gas drilling and production, or (ii) by any other governmental entity or authority having jurisdiction, then Lessor shall engage in reasonable acts and execute and deliver such instruments and documents Lessee deems necessary or convenient in seeking such relief. In the event Lessee is required by such authority to acquire Lessor's consent as a prerequisite to obtain such variance, waiver or other relief, Lessor grants to Lessee and agrees that Lessee's leasehold estate acquired hereunder includes the right to utilize this lease as Lessor's consent and ratification of any subsequent variance, waiver or other relief Lessee seeks, without the necessity of Lessee obtaining any additional or subsequent consents from Lessor. Lessor furthermore agrees not to execute documents or instruments or engage in acts that would diminish or adversely affect the relief Lessee is seeking.

18. **Relationship of the Parties.** Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal - agent relationship between Lessor and Lessee for any purpose. It is further acknowledged that Lessor is not a "consumer" as that term is defined in the Texas Business and Commerce Code Section 17.41, et seq.

19. **Addendum.** The attached Addendum is hereby incorporated as part of this lease and shall control in the event of conflict with the printed portion of the Lease.



20. **Memorandum of Oil and Gas Lease.** Contemporaneously with the execution of this Lease, Lessor and Lessee have executed a Memorandum of Oil and Gas Lease, and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this Lease, will be recorded in the appropriate records of the counties in which said Land is located in lieu of the recording of this Lease in its entirety. The recording of said Memorandum of Oil and Gas Lease shall be binding upon Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns, the same as if this Lease was filed of record in its complete text.

IN WITNESS WHEREOF, this Lease is executed to be effective as the date first written above, but upon execution shall be binding on each signatory and the signatory's heirs, devisee, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR: 
 Name: C. Barry Osborne, CEO

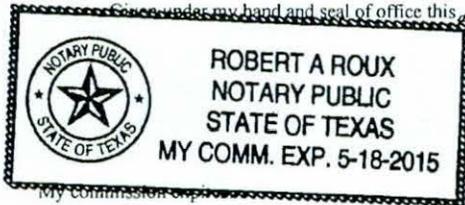
LESSOR: 
 Name: C. Barry Osborne, Land/Legal Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared **C. Barry Osborne, CEO for Siduri Development, LLC** and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 28 day of Sept, 2011

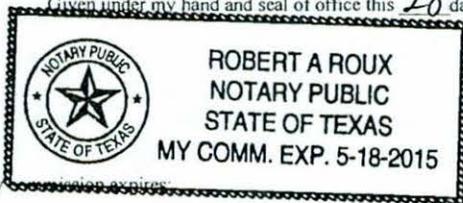


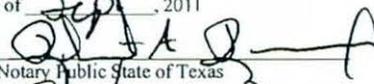

 Notary Public State of Texas
Robert A Roux
 Notary's printed name

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

Before me, the undersigned authority, on this day personally appeared **C. Barry Osborne, Land /Legal Manager for Vantage Fort Worth Energy LLC** and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 28 day of Sept, 2011




 Notary Public State of Texas
Robert A Roux
 Notary's printed name

ADDENDUM

to Oil and Gas Lease dated effective June 1, 2011, between Chesapeake Exploration, LLC, as Lessor, and Siduri Development, LLC, as Lessee ("Lease").

Notwithstanding anything contained in the printed portion of the Lease to the contrary, the provisions contained in this addendum shall control in the event of conflict with the printed portion of the Lease.

1. **Cost Free Royalties.** Lessor's royalty provided for herein shall not be charged directly or indirectly with any of the following: expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating or marketing of gas, oil, or any liquefiable hydrocarbons extracted therefrom. Royalty due on oil and gas sold to a third party in an arms-length transaction shall be based on the gross proceeds received by Lessee at the point of sale.
2. **Pugh Clause.** If at the end of the primary term of this lease, any of the 63 properties listed on Exhibit A are not included in a producing unit, a unit capable of producing in commercial quantities or is otherwise included in a production unit under which operations have commenced as provided for under this lease, this lease shall terminate and become void, as to such properties.
3. **No Warranties.** Lessor makes no warranty of any kind with respect to title to the leased premises. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises, and Lessee assumes all risk of title failures.

Signed for Identification:

LESSOR:



LESSEE:



EXHIBIT A

Attached to and made a part of that certain Oil and Gas Lease by and between
Siduri Development, LLC, as Lessor, and Vantage Fort Worth Energy LLC, as Lessee.

All of those lands described in each of the following deeds, Tarrant County, Texas:

Geo-Ref No	Grantor	Grasntee	Recording Data	Deed Date	Gross acres	Net acres
2250-6-24	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320124	12/13/2010	0.892	0.892
2270-3-16	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001750	12/1/2010	0.146	0.146
2270-4-3	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320102	12/13/2010	0.407	0.407
2270-6-10	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001749	12/13/2010	0.319	0.319
2270-12-4	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001575	12/1/2010	0.129	0.129
2270-12-7	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001579	12/1/2010	0.135	0.135
10790-7-20	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001588	12/1/2010	0.207	0.207
12710-27	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320117	12/13/2010	0.175	0.175
12820-16-9-31	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320099	12/13/2010	0.155	0.155
12820-2-1-30	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320112	12/13/2010	0.167	0.167
14490-11-11	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320137	12/13/2010	1.103	1.103
14490-12-1	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320136	12/13/2010	1.079	1.079
150-A-9R-10	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211006132	12/1/2010	0.097	0.097
15630-15-4-11	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320101	12/13/2010	0.288	0.288
15630-3-19	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211000742	12/13/2010	0.160	0.160
15920-20-13	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001737	12/1/2010	0.139	0.139
15920-4-20	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001739	12/1/2010	0.219	0.219
16730-5-12-10	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320087	12/13/2010	0.326	0.326
17930-6-7	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001574	12/1/2010	0.201	0.201
18020-58-1	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001735	12/1/2010	0.138	0.138
19070-4-6C	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320139	12/13/2010	0.446	0.446
19100-11-12B	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001747	12/1/2010	0.153	0.153
20970-16-8-30	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001571	12/1/2010	2.070	2.070
20980-2-39	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001738	12/1/2010	0.192	0.192
20980-44-1226	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320120	12/13/2010	0.383	0.383
20980-6-148	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001576	12/1/2010	0.145	0.145
21150-4-12E	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320085	12/13/2010	0.141	0.141
22550-U-B	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320111	12/13/2010	0.275	0.275
2270-24-1	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001566	12/1/2010	0.198	0.198
2270-24-2	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001567	12/1/2010	0.154	0.154
30960-2-12	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001752	12/1/2010	0.151	0.151
30960-3-1	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001751	12/1/2010	0.157	0.157
32750-103-5	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320091	12/13/2010	0.146	0.146
32750-127-18-10	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320097	12/13/2010	0.123	0.123
34950-5	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001584	12/1/2010	0.203	0.203
37725-14	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001573	12/1/2010	0.251	0.251
39370-A-18	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001568	12/1/2010	0.165	0.165
39640-35-35	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001577	12/1/2010	0.143	0.143
40950-14-10	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320127	12/13/2010	0.365	0.365
41120-25-2	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001746	12/1/2010	0.135	0.135
41840-A2	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001753	12/1/2010	0.139	0.139
43830-2-5	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320113	12/13/2010	0.181	0.181
44120-32-8	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320135	12/13/2010	0.116	0.116
44610-3-4	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001583	12/1/2010	0.262	0.262
44610-4-8A	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001734	12/1/2010	0.187	0.187
44610-5-5	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320092	12/13/2010	0.355	0.355
44610-5-C6	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320093	12/13/2010	0.185	0.185
44630-5-8	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001578	12/1/2010	0.138	0.138
45670-24-24	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320108	12/13/2010	0.203	0.203
45670-25-23	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320107	12/13/2010	0.334	0.334
45670-25-24	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320106	12/13/2010	0.314	0.314
45670-25-26	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320105	12/13/2010	0.254	0.254
46480-B-B	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320140	12/13/2010	0.256	0.256
7660-16-15	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001564	12/1/2010	0.729	0.729
7660-16-B	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001565	12/1/2010	0.172	0.172
A 291-38B	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320104	12/13/2010	1.013	1.013
A 33-45F	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D211001585	12/1/2010	0.520	0.520
A1039-1M	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320118	12/13/2010	0.447	0.447
A1342-5K	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320098	12/13/2010	1.018	1.018
A1499-2A	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320122	12/1/2010	0.296	0.296
A1590-35	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320138	12/13/2010	0.147	0.147
A1773-11B	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D210320082	12/13/2010	0.227	0.227
A 999-8A	CITY OF FORT WORTH	SIDURI DEVELOPMENT LLC	D120320123	12/13/2010	0.550	0.550
			TOTAL ACRES		20.519	20.519



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

Electronically Recorded
Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 9th day of March, 2011, by and between Louie Ruiz and wife, Maria Ruiz whose address is 2312 Vaughn Boulevard, Fort Worth, Texas 76105, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.268 acres of land, more or less, being all of Lots 11A & 12A, Block E, out of the Millet Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 44, of the Plat Records of Tarrant County, Texas.

in the county of TARRANT, State of TEXAS, containing .268 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%, provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more



persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)



Louie Ruiz

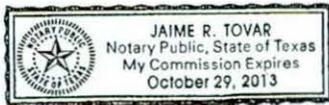


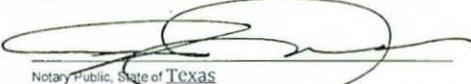
Maria Ruiz

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 9th day of March, 2011, by: Louie Ruiz and wife, Maria Ruiz



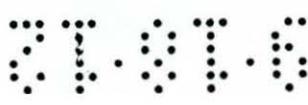


Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF Texas
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2011, by: _____

Notary Public, State of _____
Notary's name (printed):
Notary's commission expires:



Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

**OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)**

THIS AGREEMENT made this 15th day of December, 2006, between Linda L. Atkins, whose marital status has not changed since acquiring this interest, Lessor (whether one or more), whose address is 2620 West Arkansas Lane, Arlington, Texas 76016, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100-----Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

.126 acres of land, more or less, being all of Lot 3, Block 10, of the Burchill Addition 2nd Filing, an addition to the City of Fort Worth, Tarrant County, Texas.
More commonly know as 2608 Vaughn.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-three percent (23%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-three percent (23%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-three percent (23%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-three percent (23%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-three percent (23%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-three percent (23%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at

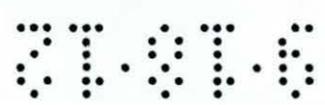
or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment, and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no uninitiated substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other

Revised on 11/13/2006

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mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

13. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease this lease has not been, or it is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of \$400.00 multiplied by the number of lots subject to this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years.

See Exhibit "A" attached hereto and by reference made a part hereof.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Linda L. Atkins
Linda L. Atkins

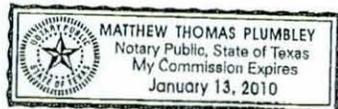
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 15th day of December, 2006.

by Linda L. Atkins, whose marital status has not changed since acquiring this interest



Matt Plumbley
Notary Public, State of TEXAS
Notary's name (printed):
Notary's commission expires:

COPY



Exhibit "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN PAID UP OIL, GAS AND MINERAL LEASE DATED December 15, 2006. BETWEEN Linda L. Atkins, whose marital status has not changed since acquiring this interest, AS LESSOR, AND DALE RESOURCES, L.L.C., AS LESSEE.

DEDUCTIONS AGAINST ROYALTIES: All royalties provided for in this lease, including royalties taken in kind, shall be determined and delivered to Lessor free of all deductions, costs and charges for development, production, compression, treating, storing, separating dehydrating, marketing, processing, gathering, transporting and otherwise making the oil and gas ready for sale or use. All royalties, however, shall bear all production and severance taxes applicable to Lessor's share of production, if paid by Lessee and deducted from Lessor's royalty. Furthermore, Lessor's royalty shall bear its proportionate part of all reasonable and necessary costs actually incurred by Lessee in transporting gas from the leased premises or lands pooled therewith.

SULPHUR AND OTHER ASSOCIATED PRODUCTS: On sulphur and any other associated products incidentally produced and sold with oil and/or gas under this lease (other than liquid or gaseous hydrocarbons), the royalty shall be 23 percent (23%) of the market value of each of such products. Such market value shall be determined by the greater of (i) the market price of each product for the month in which the product is produced or (ii) the average gross sales price of each product for the month in which the product is sold.

TIME AND METHOD OF PAYMENT: If there are no defects or adverse claims against Lessor's title, then payments of royalty, accompanied by adequate accounting data to support same, shall be made by deposit, postage prepaid, in United States Mail no later than ninety (90) days after the commencement of production. Thereafter, unless otherwise specifically provided herein, all payments of royalties shall be made by deposit, postage prepaid, in the United States Mail on or before the 60th day after the calendar month in which production occurred. Any royalty not paid within the time specified herein shall be deemed delinquent and shall bear simple interest at the rate of prime plus two (2) percentage points. However, in no event shall such interest rate exceed the maximum legal rate that can be charged Lessee. Lessee shall not be penalized for delay in Lessor receiving royalty payments resulting from delay in postal services when the royalty payments has been mailed to Lessor by the due date or when a delay is the result of information provided by Lessor. Acceptance by Lessor of royalties that are past due shall not act as a waiver or estoppel of Lessors rights to receive or recover interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by Lessor to Lessee expressly so provides. Any tender or payment to Lessor of a sum less than the total amount due Lessor hereunder which is made or intended to be made as an offer of settlement or an accord and satisfaction by or on behalf of Lessee must be accompanied by a Notice of Settlement Offer, so denominated, addressed to Lessor. Any such offer of settlement submitted solely by the tender of a check containing language of settlement or accord and satisfaction printed or otherwise inserted thereon shall not be deemed to offer of settlement unless accompanied by such a Notice of Settlement Offer. Lessee shall pay all reasonable attorneys fees incurred by Lessor in connection with any lawsuit in which Lessor is successful in recovering any royalties or interest resulting from Lessees failure to pay within the period set forth herein.

PURCHASER'S FAILURE TO PAY ROYALTIES: Lessee shall remain liable for royalties which are required to be paid to Lessor but which are not actually paid as a result of the failure or bankruptcy of any third party purchaser and irrespective of the execution by Lessor of a Division Order or any similar agreement in favor of such third party purchaser; provided however, this provision shall not permit Lessor double or multiple collection to a particular royalty payment and further provide that if Lessee actually makes payment of royalty of Lessor pursuant to this provision as a result of the failure or bankruptcy of such third party purchaser then Lessor shall assign to Lessee any and all rights that that Lessor may have against such third party purchaser so as to place Lessee in the position of Lessor as against such third party purchaser.

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LEASE USE OF OIL AND GAS: Lessee shall have use of oil, gas and water from said lands except water from Lessor's tanks and wells, for all operations hereunder. Such use includes Lessee's use of gas from said Lands for all operations on or near said Lands involved the compression and/or dehydration of Lessee's gas. Any authorized use for oil or gas shall be deducted in computing Lessor's royalty on oil and/or gas, and Lessor shall not be paid royalty on said volumes.

"TAKE OR PAY" PAYMENTS: If lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay" provision (whereby the gas purchaser agrees to take delivery of a certain minimum volume of gas over a specified term at a specified price and, failing to take such required delivery, agrees to make payment to the producer) and the purchaser under such gas purchase contract makes payments to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to its royalty share of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within sixty (60) days after receipt of such payments by Lessee. Any royalty payments made to Lessor under the "pay" obligation of any "take or pay" gas contract shall be applied as a credit toward lessee's minimum royalty obligation. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas, except to the extent of any price differential applicable to such "make up" volumes as provided for in the applicable gas purchase contract. In addition, in the event any portion of such take or pay payments are required to be refunded to the purchaser because of Lessee's inability to deliver to purchaser recoupment volumes or for any other reason contemplated under the terms of the applicable gas purchase contract, Lessee shall be entitled to recoup, out of Lessors future royalty payments, Lessor's proportionate part of such refund obligation. However, at such time as the well or wells from which such recoupment is to be made are plugged, by Lessee, Lessor shall be obligated to repay any unrecouped portion of such refund obligation.

If Lessee is not producing any quantities of gas from leased premises but is receiving payment under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this lease, but such "take or pay" royalty payments shall be applied shall be applied as a credit against any shut-in royalty obligation of the Lessee.

Lessor shall be entitled to its royalty share of the value of any benefits obtained by or granted to Lessee from any gas purchase and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer, cancellation or settlement of gas purchase contract and/or transportation agreement which arises out of any claims or disputes relating to take or pay under such agreements.

DIVISION ORDER NOT REQUIRED: The execution and delivery of a division order shall never be a requirement or condition precedent to distributing actual royalties to Lessor. If requested by Lessee, Lessor will execute and deliver to Lessee or the purchaser of oil or gas, a written statement of Lessor's interest in minerals or royalties and his current address and social security or taxpayer's ID number and Lessor agrees to reimburse Lessee for any incorrect or unauthorized payment received by such Lessor and shall indemnify Lessee for such payments made. The terms and provisions contained in this lease may not be amended or otherwise affected by any division order, notwithstanding the execution of same by Lessor.

RESERVES, CONTRACT AND OTHER RECORDS: During Lessee's regular office hours, Lessor shall have reasonable access to all information concerning the drilling, deepening, plugging back, coring, testing and completing of any and all wells; all driller logs, well logs and survey production charts and records, information concerning the production and marketing of oil and gas from said lands, along with copies of all forms filed with the Railroad Commission of Texas or any other governmental authority having jurisdiction over Lessee's operations on this Lease. Lessor agrees to not divulge all non-public information obtained under the terms of this paragraph to parties other than Lessors attorneys, geologists, petroleum engineers, accountants, financial consultants, guardians or other personnel or legal representatives (who shall agree in writing to be

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under the same duty of confidentiality) until such information is generally available to the public.

The Lease may not be maintained in force solely by the payment of shut-in royalty for more than 2 consecutive years, beyond the expiration of the primary term.

Subject to Lessee's right to conduct continuous drilling operations as set forth in paragraph 7 of the printed portion of this Lease, upon the expiration of this Lease, all Lessee's rights shall automatically terminate as to all the said Land, save and except, as to each well then capable of producing oil or gas in paying quantities the portion unit surrounding the well, as established pursuant to the rules and regulations of the Texas Railroad Commission, and shall also terminate as to all depths one hundred (100) feet below the stratigraphic equivalent of the deepest producing formation drilled in the well located on each unit, Any acreage assigned to a proration unit shall be considered subject to a separate Lease containing the same terms and provisions as this Lease. Each separate Lease may be kept in force and effect only by actual or constructive production from operations on the said Lands subject to that Lease, without regard to production or drilling operations on other said Lands retained by Lessee under a separate Lease or Leases. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. (The duty of Lessee regarding the filing of a release is more particularly set forth herein.)

OFFSET WELLS: Lessee agrees to protect the leased premises from drainage by well or wells on adjacent or adjoining land, whether owned by Lessor or third parties as well unless gas therefrom is being marketed. In lieu of drilling, reworking or recompleting an offset to any such oil or gas well, Lessee shall have the option to either release all rights under that tract of land adjacent to the offsetting well (as to the production interval only), or pay Lessor, as royalty, a sum equal to the payments which would be payable under this lease on the production from such offset well had same been produced from the leased premises. In such later event, as long as Lessee may elect to pay such royalty in lieu of drilling or reworking or recompleting an offset well, Lessee shall have satisfied its offset obligation to Lessor as to such well.

POLLUTION: In all its operations hereunder, Lessee shall use its best professional judgment, in keeping with industry wide standards, and all proper safeguards to prevent the unauthorized spread of pollution. Without limiting the foregoing, the unauthorized spread of pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of the unauthorized spread of pollution resulting from Lessee's operations hereunder, Lessee shall use all reasonable means at its disposal to recapture all escaped hydrocarbons or other pollutants and shall be responsible for all damage to public and private properties.

TO CONDUCT OPERATIONS IN AN ENVIRONMENTALLY SOUND MANNER:

Lessee shall install and maintain all equipment and conduct all operations in an environmentally sound manner, in accordance with all applicable regulations of the Railroad Commission of Texas, the Texas Natural Resources Conservation Commission (or successor), the Environmental Protection Agency and any other governmental authorities with jurisdiction over the operations covered under this Lease. Lessee shall not use, store or dispose of any hazardous materials on the leased premises, except to the extent use of such substance is contemporaneously required for actual oil or gas operations on said lands, and any such substances shall be used, stored and disposed of in a safe manner, in compliance with all applicable governmental regulations. In no event shall any hazardous waste be stored and disposed of on the leased premises in a manner which could cause such lands to be classified as a hazardous waste storage or disposal facility. Lessee shall insure that all contractors comply with the terms of this paragraph. In the event Lessee is notified of any discharge or release of a hazardous substance or any other environmentally harmful or dangerous conditions on said lands resulting from Lessee's operations, Lessee shall promptly take all actions required to correct such hazardous, and dangerous or harmful conditions in accordance with applicable law and regulations and sound engineering practices. Lessor shall have no responsibility to inspect or oversee Lessee's operations or to identify or correct any potential harmful, dangerous or damaging conditions resulting from Lessee's operations, and Lessor shall

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have no right to control any details of Lessees operations, nor to designate or control Lessees contractors, Neither Lessee nor any contractors shall have any right of contribution or indemnity from Lessor for any matters resulting from Lessee operations on the leased premises or conditions on the leased premises or conditions on the leased premises resulting from Lessees operations on the leased premises. Lessee indemnifies and holds Lessor harmless from any and all costs, expenses and liabilities Lessor might incur relating to any harmful, damaging or dangerous conditions caused by and resulting from Lessees operations hereunder, the release or discharge by Lessee of any hazardous substance in connection with Lessees operations hereunder, or any other breach of the terms of this paragraph.

ASSIGNMENTS: The lease may be assigned at any time. All assignments must be recorded in the county where the leased premises are located. In event of assignment of this lease which causes a change in operator or responsibility for the management of the terms, conditions and obligations of this lease, Lessee, its successors and assigns, shall be required to furnish a copy of the assignment to Lessor including the name and address of the assignee within thirty (30) days after such assignment; and Lessor shall likewise be notified upon each subsequent assignment. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the Lessor accruing from the date of assignment.

FORCE MAJEURE: Should Lessee be prevented from complying with any expressed or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom after effort made in good faith, by reason of war, rebellion, riots, strikes, fire, acts of God or any order, rule or regulation of government authority, then while so prevented, Lessee's obligations to comply with such covenants shall be suspended and Lessee shall not be liable in damages for failure to comply therewith and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil and gas from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. In the event Lessee intends to claim any rights under this paragraph, Lessee shall advise Lessor or Lessor's agent in writing within a period of sixty (60) days after the date Lessee claims any obligation hereunder is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable. Notwithstanding anything above stated the contrary, if Lessee is prevented from complying with this lease or resorts to force majeure because of Lessee's intentional or negligent acts or omissions then this provision shall not be available to Lessee to perpetuate this lease or suspend Lessee's obligations.

LESSEE'S RIGHT OF ACCESS FOLLOWING PARTIAL RELEASE: In the event any of the acreage covered by this Lease is released, Lessee shall not be obligated to protect against drainage, if any, between and among separately leased tracts. Notwithstanding a partial termination of this lease under the above provisions, it is agreed that Lessee shall have and retain such easements of ingress and egress over those lands originally covered hereby as shall be necessary to enable Lessee to develop and operate the portion or portions of this lease then in effect for the production of oil or gas therefrom and it is further agreed that it shall not be necessary for Lessee to remove or relocate any pipelines, tank batteries or other surface equipment or installations from any portions of this lease which have terminated for so long as some continue to be used for the development of an operation on such portions of this lease as continue in force and effect or on lands pooled therewith.

LESSOR'S RESERVED ACCESS TO RELEASED HORIZONS: In connection with the horizons which may be released by Lessee in accordance with the other provisions of this lease, Lessor reserves unto themselves, their heirs, successors and assigns, the right to use said horizons and the surface above same, as well as the right to drill through and explore through the horizons retained by Lessee; provided, however, such operations by Lessor (or its lessee) shall not unreasonably interfere with Lessee's operations and use of the leased premises.

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PLUGGING OF ABANDONED WELLS: Subject to the provisions herein, Lessee agrees to plug, in accordance with the rules and regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction, all dry holes drilled by Lessee on the leased premises and all wells which have once produced but which have permanently ceased producing. If Lessee shall fail to plug any such well as herein provided, Lessor may, at Lessor's election, plug same, in which event Lessee shall reimburse Lessor promptly for all expenses incurred.

NOTIFICATION OF LESSEE'S EMPLOYEES AND CONTRACTORS: Lessee shall apprise every contractor, subcontractor and employee who enters upon the leased premises of the provisions of this lease pertaining to prohibitions against fishing and hunting, vehicle access, and surface use and protection, prior to their entry upon the leased premises.

RIGHT AND DUTY TO FILE RELEASES: Lessee may, at any time or from time to time, execute and deliver to Lessor or place of record in the appropriate County Records a release or releases covering any portion of the leased premises and thereby surrender this lease as to such portion of the leased premises. In the event any such release is filed for record, written notice of such filing, together with a copy of the release shall be given to Lessor at the above stated address contemporaneously with the filing of such release. Within thirty (30) days after this lease terminates for any reason as to all or any portion of the leased premises, lessee shall execute and place of record in the office of the County Clerk of the County in which the leased premises are located, a release of this lease as to that portion of the leased premises which is no longer covered by this lease. Written notice of such filing, together with a copy of the release shall be given to Lessor at the above stated address contemporaneously with the filing of such release. If Lessee fails to properly prepare or timely file a release, then Lessor shall make written demand upon Lessee requesting the release. This demand shall include the warning that if Lessee fails to properly prepare or file the release within thirty (30) days of said demand, and such failure is not due to any disagreement between Lessor and Lessee as to the form or substance of such release or partial release, Lessor shall have the right to impose, and lessee shall be liable to Lessor for, liquidated damages in the amount of One Thousand and No/100 (\$1,000.00) Dollars, to be paid within thirty (30) days of demand by Lessor.

INDEMNITY AND INSURANCE PROTECTION: Lessee agrees to indemnify, protect and hold Lessor (and surface owner, if different from Lessor) harmless of and from any and all claims, demands, costs, (including but not limited to attorney and expert fees) expenses, damages, losses, causes of action or suits for damages arising out of injury to persons (including death) and injury or damage to or loss of any property or improvements caused by Lessee, its agents, employees, servants, contractors or any person acting under its direction or control. Further, Lessor shall never be liable for any claims, demands, costs, expenses, damages, losses, causes of action or suits for damages because of injury to persons or property arising out of the negligence, gross negligence, negligence per se, strict liability or any other acts or omissions of Lessee, its agents, employees, servants, contractors or any person acting under its direction and control on the lands. Prior to the commencement of any operations on the leased land, and annually thereafter, Lessee shall purchase liability insurance and shall cause Lessee's insurance provider to furnish a certificate stating that there is in force a liability insurance policy in a sufficient amount to cover the potential liabilities under this lease.

REDUCTION OF PAYMENTS: If at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease shall be calculated based upon the number of acres actually retained and covered by this lease.

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LEASE SECURITY: Lessee shall exercise reasonable diligence to protect said premises and to prevent theft of oil, gas and other hydrocarbons produced from said lease. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points at the lease's production, gathering and storage systems where theft of hydrocarbons can occur.

VENUE AND RIGHT TO INTEREST: The rights and duties of the parties under this Lease shall be governed by the laws of the State of Texas. The parties further agree that the District Court in and for county or counties in which the leased premises are situated shall have exclusive jurisdiction and venue of any and all causes of action between the parties concerning this lease. In the event any payments herein required to be made by Lessee to Lessor are not made when due, the same shall bear interest at the rate of prime plus two (2) percentage points from the date payment is due until paid. However, in no event shall such interest rate exceed the maximum legal rate that can be charged Lessee under applicable law.

RECORDING OF MEMORANDUM OF LEASE: In lieu of filing this lease for record in the office of the County Clerk in which the lands covered hereby is located, Lessor and Lessee agree that a memorandum of this lease, making appropriate reference hereto, may be filed for record in said county. The provisions of this lease are binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other, Lessee, by its acceptance of this lease, agrees and obligates itself to all terms and provisions of this lease.

Lessee agrees that after the lease or a memorandum of the lease has been filed of record, it will deliver to the royalty owners a copy of this lease and a copy of the memorandum of the lease showing the filing and recording information.

COVENANTS RUNNING WITH THE LAND: The terms and conditions contained herein shall constitute covenants running with the land and shall be binding upon, and for the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

ALL CHANGES MUST BE IN WRITING: No change or modification of this lease shall be valid or binding unless the same is made or specified in writing and signed by the parties, and no course of dealing between the parties shall be construed to alter the terms hereof this lease and any attached addenda or exhibits signed by both parties constitutes the entire agreement between Lessor and Lessee. No prior written or prior contemporaneous oral promises or representations shall be binding.

EXHIBITS-ONE COMPLETE INSTRUMENT: The exhibits, if any, attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "this agreement" or "this lease" means the body of this Agreement and such exhibits; and the expressions "herein", "hereunder" and other words of similar import refer to this Agreement and such exhibits as a whole and not to any particular part or subdivision thereof.

SEVERABILITY: If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the remainder of the lease shall not be affected thereby, and it is also the intention of both parties that, in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this lease a mutually agreed to clause or be possible and be legal, valid and enforceable.

NON-WAIVER: Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such action as might be lawful or authorized hereunder, either in law or in equity.

FUTURE DOCUMENTS: At any time during the term of this lease if Lessee requires Lessor to execute any document, including division orders, surface leases, right-of-way agreements, seismic agreements, or any other agreement connected in any way to this lease agreement, the lands covered hereby or the minerals extracted from the leased premises, Lessee agrees that Lessor's execution of such agreement(s) shall not constitute

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a waiver of any claim, demand or cause of action Lessor or any royalty owner may have or claim for any breach of an expressed or implied obligation arising out of or in any way connected with this lease unless expressly stated in such document.

WARRANTY CLAUSE: Lessor does not expressly, impliedly or otherwise WARRANT title to the mineral rights under said land. Lessee accepts this Lease on an "AS IS" "WHERE IS" and "WITH ALL FAULTS" basis and without any representations or warranties as to merchantability or fitness for a particular purpose.

COMPRESSOR STATIONS: No compressor station or stations may be erected on the premises without Lessor and Lessee first entering into a mutual agreement as to the location thereof, if any, the price to be paid by Lessee therefore, and the terms and conditions of such.

Ronda R Attkins

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21076



DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 01/17/2007 10:37 AM
Instrument #: D207018416
OPR 10 PGS \$48.00

By: _____



D207018416

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

21076

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-87) — Paid Up
With 640 Acres Pooling Provision
PRIMARY LEASE

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 1 day of March, 2008, by and between

Louis F. Ruiz and wife Maria Ruiz
as Lessor (whether one or more), whose address is

114 Arthur Drive, Kennedale, Texas 76060

and DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 Dallas, Texas, 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.151 acres of land, more or less, being all of Lot(s) The north one-half (N½) of Lots 1 and 2, Block 2 of the Englewood Heights, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 310, Page 67, of the Plat Records of Tarrant County, Texas.

in the county of Tarrant, State of TEXAS, containing .151 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For all and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

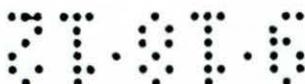
4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been



furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

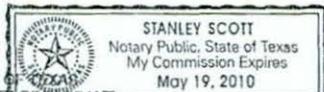
LESSOR (WHETHER ONE OR MORE)

Signature: [Signature]
Printed Name: Louis F. Ruiz

Signature: [Signature]
Printed Name: Maria Ruiz

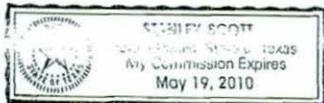
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 1 day of March, 2008, by
Louis F. Ruiz



[Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF TEXAS
COUNTY OF TARRANT
This instrument was acknowledged before me on the 1 day of March, 2008, by
Maria Ruiz



[Signature]
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

COPIES



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 04-076 Revised Fold Up
With 640-Acre Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 26th day of November, 2007, between Louis Ruiz and wife Maria Antonia, Lessor (whether one or more), whose address is 114 Arthur Drive, Kennedale, Texas 76060, and Dale Property Services, L.L.C., 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby rents, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon, and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-five percent (25%) of the amount realized from the sale of gasoline or other products realized therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel under compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interests therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether in any similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be expanded, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unleased substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interest.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be

Revised on 12/27/2006



disposed by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a lease or leases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail to Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 1.6% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfaction of same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Louis Ruiz
Louis Ruiz

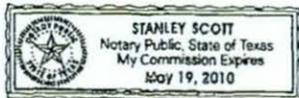
Maria Antonia Ruiz
Maria Antonia Ruiz

ACKNOWLEDGMENTS

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 26 day of November, 2007.

by Louis Ruiz

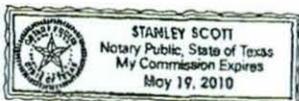


Stanley Scott
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 26 day of November, 2007.

by Maria Antonia Ruiz



Stanley Scott
Notary Public, State of
Notary's name (printed):
Notary's commission expires:



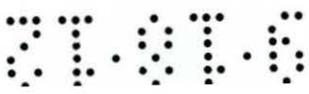
①

25010

"EXHIBIT A"

32750

- ✓ 1.43 acres of land, more or less, being all of Lot 3, Block 99 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.573 acres of land, more or less, being all of Lots 5, 6, 7, 8, Block A of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas.
- ✓ 1.43 acres of land, more or less, being all of Lot 7, Block 84 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.43 acres of land, more or less, being all of Lot 2, Block 127 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.045 acres of land, more or less, being all of Lot 1B, Block 40 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.43 acres of land, more or less, being all of Lot 5, Block 109 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.32 acres of land, more or less, being all of Lot 3, Block 99 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.43 acres of land, more or less, being all of Lot 6 & 7, Block 39 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.354 acres of land, more or less, being all of Lot 9, 10 & 11, Block 22 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.172 acres of land, more or less, being all of Lot 8, Block 122 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.
- ✓ 1.573 acres of land, more or less, being all of Lots 5, 6, 7 & 8, Block A of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 138, Pages 44-45 of the Plat Records of Tarrant County, Texas.
- ✓ 1.355 acres of land, more or less, being all of Lots 5, 6, & 7, Block F and Lots 7, 8, 9, 10, 11, & 12, Block E of the Polytechnic Heights South Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 138, Pages 44-45 of the Plat Records of Tarrant County, Texas.
- ✓ 2.295 acres of land, more or less, being all of Lots 1, 2, 3, 4, 5 & 6, Block E and Lots 1, 2, 3 & 4, Block F and Lots 9, 10, 11 & 12, Block B and Lots 1, 2 & 3, Block D and the North Portion of Lots 4 & 5, Block Q of the Polytechnic Heights South Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 138, Pages 44-45 of the Plat Records of Tarrant County, Texas.
- ✓ 1.43 acres of land, more or less, being all of Lot 5, Block 95 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.



150 acres of land, more or less, being all of Lot 18, Block 1 of the Burchill Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204-A, Page 144 of the Plat Records of Tarrant County, Texas.

112 acres of land, more or less, being all of Lots 2A & 2B, Block 3 of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

143 acres of land, more or less, being all of Lot 21, Block 8A of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 308F, Page 305 of the Plat Records of Tarrant County, Texas.

106 acres of land, more or less, being all of Lots 1A & 1B, Block 3 of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

155 acres of land, more or less, being all of Lot 24AB, Block 3 of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

151 acres of land, more or less, being all of Lot 9, Block 11 of the Englewood Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 67, Page 67 of the Plat Records of Tarrant County, Texas.

162 acres of land, more or less, being all of Lot 2, Block 2B of the Wesleyan Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 1958, Page 354 of the Plat Records of Tarrant County, Texas.

137 acres of land, more or less, being all of Lot 462, Block 17 of the Hyde Park Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 9 of the Plat Records of Tarrant County, Texas.

181 acres of land, more or less, being all of Lot 9, Block 14 of the Eastwood Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388T, Page 37 of the Plat Records of Tarrant County, Texas.

132 acres of land, more or less, being all of Lot 9, Block 11 of the A.S. Hall Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 791, Page 301 of the Plat Records of Tarrant County, Texas.

151 acres of land, more or less, being all of Lot 4, Block 6 of the Englewood Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 310, Page 67 of the Plat Records of Tarrant County, Texas.

111 acres of land, more or less, being all of Lots 2A & 2B, Block 3 of the Avalon Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 77 of the Plat Records of Tarrant County, Texas.

Same as above

153 acres of land, more or less, being all of Lot 5, Block 2 of the Pat B. Bower Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 1481, Page 75 of the Plat Records of Tarrant County, Texas.

186 acres of land, more or less, being all of Lot 19, Block 3 of the Pleasant Glade Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388X, Page 62 of the Plat Records of Tarrant County, Texas.

112 acres of land, more or less, being all of Lot 13, Block 4 of the Las Brias Subdivision, an addition to the City of Fort Worth, Tarrant County, Texas.

245 acres of land, more or less, being all of Lot 4, Block 5 of the J. T. Couch Addition, an addition to the City of Fort Worth, Tarrant County, Texas.



.143 acres of land, more or less, being all of Lot 3, Block 93 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.

.163 acres of land, more or less, being all of Lot 7, Block 84 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.

.172 acres of land, more or less, being all of Lot 8, Block 122 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 61, Page 109 of the Plat Records of Tarrant County, Texas.

.143 acres of land, more or less, being all of Lot 18, Block 51 of the Polytechnic Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.

.143 acres of land, more or less, being all of Lot 12, Block 86 of the Polytechnic Heights Addition second filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 63, Page 109 of the Plat Records of Tarrant County, Texas.

.084 acres of land, more or less, being all of Lot 1, Block L of the Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 44 of the Plat Records of Tarrant County, Texas.

.160 acres of land, more or less, being all of Lots 11B and 12B, Block E of the Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 44 of the Plat Records of Tarrant County, Texas.

.430 acres of land, more or less, being all of Lots 2, 3 & 4, Block L of the Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 44, Page 45 of the Plat Records of Tarrant County, Texas.

.389 acres of land, more or less, being all of Lots 3, 4A, 4B & 5, Block E of the Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 44 of the Plat Records of Tarrant County, Texas.

.252 acres of land, more or less, being all of Lots 9 & 10, Block L of the Millett Addition second filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 44 of the Plat Records of Tarrant County, Texas.

.195 acres of land, more or less, being all of Lots 18 & 2B, Block E of the Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Pages 44-45 of the Plat Records of Tarrant County, Texas.

.186 acres of land, more or less, being all of Lot 2, Block 14 of the Burchill Addition second filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 1365, Page 21 of the Plat Records of Tarrant County, Texas.

.160 acres of land, more or less, being all of Lot 15, Block 7 of the Burchill Addition second filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 76 of the Plat Records of Tarrant County, Texas.

.186 acres of land, more or less, being all of Lot 13, Block 14 of the Burchill Addition second filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 902, Page 355 of the Plat Records of Tarrant County, Texas.

.160 acres of land, more or less, being all of Lot 4, Block 11 of the Burchill Addition second filing, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 76 of the Plat Records of Tarrant County, Texas.

228 acres of land, more or less, being a portion of Lots 7 & 8, Block 1, Whites Subdivision, an addition to the City of Fort Worth, Tarrant County, Texas.

235 acres of land, more or less, being all of Lot 58, Block 35 of the Englewood Heights Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

114 acres of land, more or less, being all of Lot 20, Block 3 of the McConnell Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

Official Document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)

THIS AGREEMENT made this 13 day of October, 2007, between Mark Steven Johnson, a single

person, Lessor (whether one or more), whose address is 3206 Crosshew Avenue, Fort Worth,
Texas 76105, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201,
Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100-----Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

133 acres of land, more or less, being Lot(s) 22 Less Row, Block 3, of the Englewood Heights, Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 310, Page 67, of the Plat Records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unutilized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or

RECOPY



from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

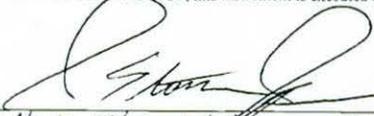
9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.


By: Mark Steven Johnson, a single person

By: _____

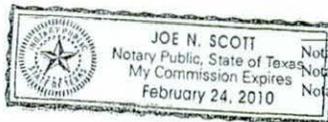
ACKNOWLEDGMENTS

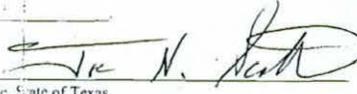
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 13 day of October, 2007.

by Mark Steven Johnson





STATE OF TEXAS

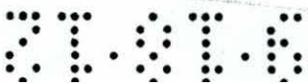
COUNTY OF TARRANT

This instrument was acknowledged before me on the ____ day of _____, 2007.

by _____

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

RECOPY



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE v.5

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 11th day of September, 2009, by and between Raul Salvador Galvez, a single person, whose address is 4 Crosslands Road Benbrook, Texas 76132 as Lessor, and, DALE PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas, Texas 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.123 acres of land, more or less, being all of Lot 23, Block 14, of the Burchill Addition 2nd Filing, an addition to the City of Fort Worth, Tarrant County, Texas. According to that certain plat recorded in Volume 902, Page 355, of the Plat Records of Tarrant County, Texas

in the County of Tarrant, State of TEXAS, containing .123 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment, and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.



7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 90 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.
DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

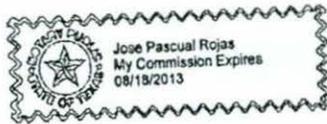


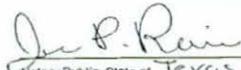
Raul Salvador Galvez

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 11th day of September, 2009, by: Raul Salvador Galvez, a single person





Notary Public, State of Texas
Notary's name (printed): Jose Pascual Rojas
Notary's commission expires: 8/18/2013

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2009, by: _____

Notary Public, State of _____
Notary's name (printed): _____
Notary's commission expires: _____



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE W/ OPTION v. 5

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

Electronically Recorded
Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 7th day of February, 2011, by and between Dilshad-Nizar Surani, a single person whose address is 213 Manchester Drive Apartment 157, Euless Texas 76039, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.347 acres of land, more or less, being a portion of Lot D, Block 16, out of the Burchill Addition Second Filing, an addition to the City of Fort Worth, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated April 4, 2003, by and between Habib Surani, as Grantor, and Dilshad-Nizar Surani, as Grantee, and recorded in D203118454, of the Deed Records of Tarrant County, Texas

in the county of TARRANT, State of TEXAS, containing .347 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty-five percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production there from, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment, and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties



hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. **DISCLAIMER OF REPRESENTATIONS:** Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Dilshad SURANI
Dilshad-Nizar Surani

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 7th day of February, 2011, by: Dilshad-Nizar Surani, a single person



Sara K. Perez
Notary Public, State of TEXAS
Notary's name (printed):
Notary's commission expires:

STATE OF Texas
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2011, by: _____

Notary Public, State of _____
Notary's name (printed):
Notary's commission expires:



EXHIBIT "A"

Attached to and by reference made a part of that certain Oil & Gas Lease dated this 7th day of February, 2011, between Dilshad-Nizar Surani, a single person, as Lessor and Chesapeake Exploration, L.L.C., as Lessee.

Conflict: In the event that any of the terms and provisions of any of the following paragraph shall conflict with any of the terms and provisions of any of the provisions in the above-described Oil and Gas Lease, then the terms and provisions of these following paragraphs shall control and take precedence.

- A. Notwithstanding anything else to the contrary contained within the Lease, Lessee's discretions and/or judgment of unacceptable or acceptable terms is determined using the standard of a reasonably prudent operator in the same or similar circumstances.
- B. Notwithstanding anything else to the contrary contained in the Lease, Lessor makes no warranty of any kind, either express or implied, with respect to title to the Land or the minerals subject to this Lease. However, if Lessor owns an interest in the Land or the minerals subject to this Lease less than the entire fee simple estate, then the royalties payable hereunder will be reduced proportionately. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land and the minerals subject to this Lease, and Lessee assumes all risk of title failures, and in connection therewith Lessor shall have no recourse against Lessee. Further, in the event Lessor does not own all of the minerals subject to this Lease, Lessee agrees that it will not drill, conduct operations or participate in drilling or operations on the Land, which are not in compliance with the terms and requirements of this Lease, by claiming other authority under a lease, deed, conveyance or by other authority covering the outstanding oil, gas and other mineral interests. This provision shall survive termination of the Lease.
- C. If, at the end of the primary term of this lease, a portion or portions of the leased premises are pooled or unitized with other lands not covered by this lease so as to form a pooled unit or units, drilling or reworking operations on or production from such unit or units will maintain this lease in force only as to the portion or portions of the leased premises included in such unit or units. Any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased, that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on such property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole or as an oil and/or gas well and the commencement of operations for the drilling of a subsequent well on such property.
- D. Lessee shall be in default if Lessee fails to perform Lessee's obligation under any provision of this Lease if Lessee does not remedy the failure, to perform within thirty (30) days after written notice ("the default notice") has been given to Lessee, specifying the failure to perform the applicable Lease provision and demanding performance; but this requirement for notice shall not relieve Lessee from any liability for any loss, injury, or damage occurring at any time on account of Lessee's failure to keep and perform any obligation of Lessee.
- E. Notwithstanding anything else to the contrary contained within the Lease, shut-in privileges shall be exercised only if there is no reasonable market for the gas capable of being produced. Shut-in privileges shall not extend beyond a period of two (2) years.



- F. It is specifically understood and agreed that no drilling operations will be conducted on said land. Said land will be pooled with other lands or interests. In the event Lessee desires to drill on said land, Lessee and Lessor shall enter into a separate agreement to provide for the limited use of the surface estate of said land. Such agreement shall also provide for the payment by Lessee to Lessor the reasonable value of the actual damages resulting to the surface of said land, fences, roads, tanks and other structures and improvements, livestock, trees, grass, and crops caused by operations contemplated hereunder, and Lessee shall agree to restore the surface of said land to as near its original condition as may be reasonably done after the completion of each operation. In addition, no pipeline easement is granted by this lease.
- G. The operations of the Lessee on or near said land shall be conducted in such a manner as to prevent damage to, or contamination of, any and all waters in, under or on said land and any adjoining lands, whether the water be found in surface tanks or any other type of storage, in creek beds or river beds, or in surface or subsurface water-bearing strata or formations. All operations will be kept a sufficient distance away from Lessor's water wells so as not to cause any damage to such water wells. In the event any of Lessor's water wells shall be damaged or ruined as a result of Lessee's operations, Lessee shall be liable to Lessor for all actual damages occasioned thereby. In addition, Lessee shall repair all damaged water wells, and if a water well cannot be put back in the condition it was in before being so damaged, Lessee shall drill such replacement water well or wells at locations designated by Lessor as are necessary to restore Lessor's water supply.
- H. Notwithstanding anything else contained within Paragraph 14 of the Lease, any such subsurface well bore easements granted to Lessee in the Lease shall not run with the land and will not survive any termination of the Lease.

Signed For Identification:

Dilshad SURANI

By: Dilshad-Nizar Surani



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
STANDARD LEASE

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 27th day of September, 2010, by and between Khorrami Royalty Family Partnership, a Texas general partnership, whose address is 3402 Azle Avenue, Fort Worth, TX 76106, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

0.310 ACRES OF LAND, MORE OR LESS, BEING LOT(S) 9, BLOCK(S) F, OUT OF THE MILLET ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 388-175, PAGE 19 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing 0.310 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Two (2) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty Five Percent (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's



ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

KHORRAMI ROYALTY FAMILY PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP

Signature: Kevin Khorrami

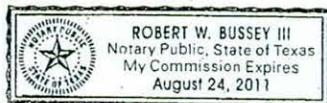
Printed Name: Kevin Khorrami

Title: General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of September, 2010, by Kevin Khorrami as General Partner of Khorrami Royalty Family Partnership, a Texas general partnership, on behalf of said entity.



R. W. Bussey III
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

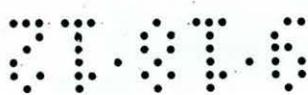
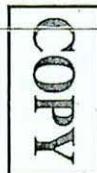


EXHIBIT "A"

ADDENDUM

ATTACHED TO AND MADE A PART OF THAT PAID UP OIL AND GAS LEASE dated September 22nd, 2010, ("Subject Lease") between KHORRAMI ROYALTY FAMILY PARTNERSHIP, a Texas general partnership, "Lessor" (whether one or more), whose address is 3402 Azle Avenue, Fort Worth, TX 76106, and CHESAPEAKE EXPLORATION, L.L.C., "Lessee", whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496.

1. Agreements Supersede.

It is understood and agreed by the parties hereto that the provisions of this Addendum supersede any provisions to the contrary contained in the printed lease hereof.

2. Pooling.

Notwithstanding the provisions of Paragraph 6 of the printed lease, no portion of the leased premises shall be pooled with adjacent acreage unless all of the leased premises are included in such unit.

3. No Surface Use.

There shall be no surface operations or other surface use upon the above described lands without the express written consent of the surface owner; however, Lessee shall have the right to drill under, or through, produce from and inject substances into the subsurface of the lands covered by this lease, from wells which are located on lands pooled therewith.

4. Legal Compliance. Lessee shall conduct all operations hereunder in accordance with the rules and regulations of the Texas Commission on Environmental Quality and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all local, state and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

5. Indemnity and Insurance.

LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE. At all times while this Lease is in force, Lessee shall acquire and maintain insurance covering all of its operations on the Land, including any work performed on its behalf by contractors, subcontractors, and others, naming Lessors as additional insured. The policies shall include coverage for comprehensive general liability, for bodily injury and property damage, blowout and loss of well coverage, and coverage for any damage to the environment, including coverage for the cost of clean up and surface remediation. Insurance requirements may be met by a combination of self-insurance and primary and excess policies.

6. No Warranty.

Lessor makes no warranty of any kind with respect to title to the Land.

7. Deleted Paragraph.

Paragraph 14 of the printed form is deleted in its entirety.

8. Attorney's Fees.

In the event that Lessor or Lessee shall be required to employ legal counsel for the enforcement of any provision of this lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred in such proceeding.

9. Entire Agreement.

This lease agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, if any, and negotiations between the parties hereto. This lease agreement shall be binding on the parties hereto, their heirs, personal representatives, successors and assigns in interest. No modification, amendment, change, or discharge of any term or provision of this agreement shall be valid unless signed by both parties hereto or by each of their respective heirs, assigns or successors in interest.

Signed for Identification:

KHORRAMI ROYALTY FAMILY PARTNERSHIP

By: Kevin Khorrami
Kevin Khorrami, General Partner

COPY



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up
With 640 Acres Pooling Provision
5 year lease for one lot

**PAID UP OIL AND GAS LEASE
(No Surface Use)**

THIS LEASE AGREEMENT is made this 26 day of January, 2009, by and between Chapel Heights LP, as Lessor (whether one or more), whose address is 1300 S University Dr. Suite 600 Fort Worth, TX 76107, and DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 Dallas, Texas, 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

Lot(s) 3, Block 11 of the Burchill Addition Second Filing Addition, an addition to the City of Fort Worth, Texas, more particularly described by metes and bounds in that certain plat recorded in Volume 204, Page 76 of the plat Records. Tarrant County, Texas, (2929 Bideker Ave)

in the county of Tarrant, State of TEXAS, containing 0.190 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the



notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Signature: [Signature]
 Printed Name: Walter D. Hatter

Signature: _____
 Printed Name: _____

President Capital Advisors, Inc.
 General Partner of
 Chapel Heights Properties LP

ACKNOWLEDGMENT

STATE OF TEXAS
 COUNTY OF TARRANT
 This instrument was acknowledged before me on the 26th day of January, 2009, by
Walter D. Hatter

Meagan Brown
 Notary Public, State of Texas
 Notary's name (printed):
 Notary's commission expires:



STATE OF TEXAS
 COUNTY OF TARRANT
 This instrument was acknowledged before me on the _____ day of _____, 20____, by _____

Notary Public, State of Texas
 Notary's name (printed):
 Notary's commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
 COUNTY OF _____
 This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
 Notary's name (printed):
 Notary's commission expires:



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COPY

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

**OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)**

THIS AGREEMENT made this 16 day of July, 2007, between Jason Potter, herein dealing in sole and separate property, Lessor (whether one or more), whose address is 104 Russell Ct., Weatherford, Texas 76119, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100-----Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

.115 acres of land, more or less, being the South 50 feet of the West 100 feet of Lot 1, Block 5, out of the Tyler's Lake Park Place Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 46, Page 215, of the Plat Records of Tarrant County, Texas.

.186 acres of land, more or less, being Lot 8, out of the C.R. Rose Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-D, Page 487, of the Plat Records of Tarrant County, Texas.

.126 acres of land, more or less, being the South 50 feet of Lots 1 and 2, Block E, out of the L.T. Millett Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 204, Page 44, of the Plat Records of Tarrant County, Texas.

.223 acres of land, more or less, being Lot 27, Block 2, out of the Graham Park Addition, an addition to the City of White Settlement, Tarrant County, Texas, according to that certain plat recorded in Volume 309, Page 23, of the Plat Records of Tarrant County, Texas.

Said lands are hereby deemed to contain .650 acres of land, more or less.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fifth (1/5) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fifth (1/5) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest. in either case, to bear one-fifth (1/5) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fifth (1/5) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fifth (1/5) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fifth (1/5) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the

Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unutilized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the

Revised on 12/27/2006



unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by this instrument.

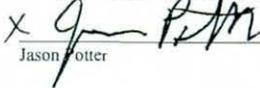
9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

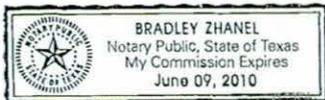
X 
Jason Potter

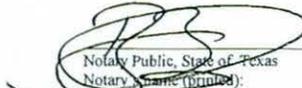
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 16 day of July, 2007,
by Jason Potter herein dealing in sale and separate property




Notary Public, State of Texas
Notary Name (Printed):
Notary's commission expires:

Revised on 12/27/2006



(6)

File No. 114622

Project Details

Date Filed: 9/18/12

Jerry E. Patterson, Commissioner

By GH

114622